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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वाणिज्य एवं उद्योग मंत्रालय
(वाणिज्य विभाग)

नई दिल्ली, 19 फरवरी, 2024

का.आ. 344.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) के साथ पठित निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उप नियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मित्रा एस. के. प्राइवेट लिमिटेड, फ्लैट नंबर टी1, एच नंबर 14/264/ए(14), तीसरी मंजिल, वास्को सिटीसेंटर, स्वतंत्र पथ, वास्को-ड-गामा, गोवा-403802, (जिसे एतदपश्चात् उक्त अभिकरण कहा जायेगा), को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष के लिए, वाणिज्य मंत्रालय की शासकीय राजपत्र में प्रकाशित भारत सरकार की अधिसूचना के साथ अनुसूची में निर्दिष्ट दिनांक 20 दिसम्बर, 1965 की अधिसूचना की संका.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट

खनिज और अयस्क समूह-I, अर्थात् लौह अयस्क के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन मोरमुगाओ पत्तन, गोवा में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

(i) यह अभिकरण, खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त अधिकारियों को पर्याप्त सहयोग और सहायता प्रदान करेगी;

(ii) यह अभिकरण, इस अधिसूचना में यथा विनिर्दिष्ट अपने कार्यों का निष्पादन करने के लिए, निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर, लिखित रूप में, दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. के-16014/2/2024 - निर्यात निरीक्षण]

विपुल बंसल, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the, 19th February, 2024

S.O. 344.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government now recognizes, M/s. Mitra S. K. Private Limited, Flat No. T1, H. No. 14/264/A(14), 3rd Floor, Vasco Citicentre, Swatantra Path, Vasco-da-Gama, Goa-403802, (hereinafter referred to as the said agency), as an agency for three years with effect from the date of publication of this notification in the Official Gazette, for the inspection of Minerals & Ores, Group - I, namely Iron Ore, as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, published in the Official Gazette *vide* number S.O.3975 dated 20th December, 1965 respectively, before export of the said Minerals and Ores at Mormugao Port, Goa, subject to the following conditions, namely: -

(i) the said agency shall extend adequate cooperation and assistance to the officers nominated by the Export Inspection Council on this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;

(ii) the said agency, in performance of their function as specified in this notification, shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council may give, in writing from time to time.

[F. No. K-16014/2/2024 - Export Inspection]

VIPUL BANSAL, Jt. Secy.

नई दिल्ली, 19 फरवरी, 2024

का.आ. 345.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) के साथ पठित निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एसजीएस इंडिया प्राइवेट लिमिटेड, प्लॉट नंबर 64, जीआईडीसी मेन रोड, धरमपुर, पोरबंदर - 360577, गुजरात, (जिसे एतदपश्चात् उक्त अभिकरण कहा जायेगा), को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष के लिए, वाणिज्य मंत्रालय की शासकीय राजपत्र में प्रकाशित भारत सरकार की अधिसूचना के साथ अनुसूची में निर्दिष्ट दिनांक 20 दिसम्बर, 1965 की अधिसूचना की सं. का.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-I, अर्थात् लौह अयस्क और बॉक्साइट, के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन पोरबंदर पत्तन, बेदी पत्तन, ओखा पत्तन, कांडला पत्तन और मुंद्रा पत्तन में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

- (i) यह अभिकरण, खनिज और अयस्क समूह-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त अधिकारियों को पर्याप्त सहयोग और सहायता प्रदान करेगी;
- (ii) यह अभिकरण, इस अधिसूचना में यथा विनिर्दिष्ट अपने कार्यों का निष्पादन करने के लिए, निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर, लिखित रूप में, दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. के-16014/1/2024 - निर्यात निरीक्षण]

विपुल बंसल, संयुक्त सचिव

New Delhi, the, 19th February, 2024

S.O. 345.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government now recognizes, M/s. SGS India Private Limited, Plot No. 64, GIDC Main Road, Dharampur, Porbandar – 360577, Gujarat (hereinafter referred to as the said agency), as an agency for three years with effect from the date of publication of this notification in the Official Gazette, for the inspection of Minerals & Ores, Group - I, namely Iron Ore and Bauxite, as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, published in the Official Gazette *vide* number S.O.3975 dated 20th December, 1965, respectively, before export of the said Minerals and Ores at Porbandar Port, Bedi Port, Okha Port, Kandla Port and Mundra Port, subject to the following conditions, namely: -

- (i) the said agency shall extend adequate cooperation and assistance to the officers nominated by the Export Inspection Council on this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores – Group I (Inspection) Rules, 1965;
- (ii) the said agency, in performance of their function as specified in this notification, shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council may give, in writing from time to time.

[F. No. K-16014/1/2024 - Export Inspection]

VIPUL BANSAL, Jt. Secy.

सहकारिता मंत्रालय

नई दिल्ली, 16 फरवरी, 2024

का.आ. 346.—बहु-राज्यीय सहकारी समिति अधिनियम, 2002 (2002 का 39) के खंड 4 के उपखंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एवं भारत सरकार की अधिसूचना सं. एल-11012/2/2003-एल एवं एम दिनांक 21 दिसंबर, 2021 के अधिक्रमण में, केन्द्र सरकार एतद्वारा, श्री पंकज कुमार बंसल, आई.ए.एस. (टीएन:1997), अतिरिक्त सचिव (सहकारिता) को सहकारिता मंत्रालय, भारत सरकार में तत्काल प्रभाव से एवं अगले आदेशों तक सहकारी समितियों के केन्द्रीय पंजीयक के रूप में नियुक्त करती है।

[फा. सं. एल-11012/2/2003-एल एवं एम)]

मोहम्मद नसीम, अवर सचिव

MINISTRY OF COOPERATION

New Delhi, the, 16th February, 2024

S.O. 346.—In exercise of the powers conferred under sub-section (1) of Section 4 of the Multi-State Cooperative Societies Act, 2002 (39 of 2002) and in supersession of the Government of India Notification No. L-11012/2/2003-L&M dated 21.12.2021, the Central Government hereby appoints Shri Pankaj Kumar Bansal, IAS (TN:1997), Additional Secretary (Cooperation) in the Ministry of Cooperation, Government of India as the Central Registrar of Cooperative Societies with immediate effect and until further orders.

[F. No. L-11012/2/2003-L&M]

MOHAMMAD NASEEM, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 30 जनवरी, 2024

का.आ. 347.—जबकि भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में नार्थ - इस्ट नेचुरल गैस पाइपलाइन ग्रिड परियोजना के सिलीगुड़ी – गंगटोक खंड के माध्यम से प्राकृतिक गैस के परिवहन के लिए मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइप लाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध कर दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइप लाइन बिछाए जाने की संबंध में, सक्षम प्राधिकारी, मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड, ७ मा माला, एन.आर.एल. सेन्टर, जी.एस. रास्ता, क्रीशचीयन बस्ती, असम- 781005, को लिखित रूप में आक्षेप भेज सकेगा।

सिलीगुड़ी – गंगटोक पाइपलाइन परियोजना							
अनुसूची							
जिला : जलपाईगुरी				राज्य : पश्चिम बंगाल			
सर्कल	तहसील	गाँव//मौज़ा	थाना नं.	दाग नं	क्षेत्रफल		
					हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7	8
जलपाईगुरी	मालबजार	बार घरिया	57	1821	00	05	20
				1822	00	07	92
				1823	00	00	52
				1825	00	00	94
				1826	00	04	54
				1833	00	21	32
				1834	00	00	26
				1835	00	03	60
				1836	00	06	01

				1848	00	03	36
				1845	00	13	45
				1846	00	04	05
				1847	00	03	51
				1867	00	00	66
				1865	00	01	32
				1866	00	01	81
				1864	00	00	16
				1852	00	10	45
				1819	00	01	86
जलपाईगुरी	मयनागुडि	दक्षिण खागरबडी	52	4648	00	01	60
				4647	00	00	32
				4646	00	03	74
				4643	00	03	24
				4638	00	00	31
				4637	00	06	47
				4636	00	02	98
				4635	00	00	77
				4578	00	04	40
				4579	00	00	97
				4580	00	03	71
				4573	00	03	23
				4572	00	01	65
				4574	00	00	28
				4571	00	05	41
				4569	00	05	37
				4568	00	03	26
				4594	00	00	13
				4567	00	00	51
				4566	00	00	04

4597	00	03	93
4598	00	00	53
4382	00	02	39
4352	00	04	53
4353	00	00	43
4354	00	00	02
4355	00	04	56
4359	00	03	61
4356	00	00	32
4357	00	00	47
4358	00	01	63
4368	00	04	46
4367	00	04	42
4366	00	00	04
4372	00	00	71
4371	00	02	39
4370	00	03	46
4369	00	01	98
4302	00	04	30
4305	00	01	16
4304	00	03	00
4308	00	04	54
4307	00	00	52
4289	00	01	60
4290	00	02	25
4291	00	00	25
4286	00	03	09
4285	00	03	71
4284	00	01	57
4274	00	02	42

				4257	00	04	39
				4258	00	02	26
				4256	00	04	84
				4255	00	03	09
				4267	00	00	12
				4259	00	00	51
				4253	00	03	11
				4239	00	01	54
				4252	00	01	41
				4240	00	01	34
				4249	00	01	92
				4241	00	10	92
				4248	00	00	73
				4247	00	01	71
				4235	00	02	71
				4234	00	01	89
				4233	00	00	48
				4231	00	02	13
				4232	00	03	32
				4220	00	00	13
				4217	00	13	92
				4216	00	07	73
				4218	00	00	58
				3025	00	07	44
				2618	00	00	11
जलपाईगुरी	मयनागुडि	उत्तर माधव दंगा	53	4301	00	31	55
				4300	00	03	04
				4299	00	07	14
				4298	00	01	02
				4286	00	01	18

4108	00	00	64
4107	00	01	39
4106	00	00	33
4105	00	02	27
4104	00	16	21
4103	00	10	73
4081	00	11	26
4080	00	04	30
4079	00	00	22
4067	00	00	34
4060	00	11	96
4053	00	01	14
4059	00	05	46
4054	00	05	60
4051	00	08	42
4049	00	07	24
4048	00	00	09
4043	00	10	93
4042	00	05	50
2872	00	01	08
2871	00	00	08
2883	00	08	96
2878	00	00	57
2885	00	06	45
2886	00	02	76
2887	00	00	33
2884	00	01	56
2883	00	00	13
2895	00	00	81
2896	00	02	73

2882	00	02	86
2881	00	00	49
2897	00	00	88
4010	00	02	40
2898	00	04	10
2899	00	00	81
3991	00	01	77
3993	00	04	93
3994	00	04	60
3990	00	00	76
3998	00	06	61
4000	00	05	35
4003	00	06	65
3928	00	01	58
3914	00	09	60
3915	00	04	97
3916	00	04	63
3917	00	11	61
3836	00	00	03
3615	00	04	93
3616	00	00	88
3617	00	03	25
3629	00	04	59
3829	00	02	37
3630	00	06	73
3631	00	02	41
3632	00	01	80
3637	00	04	31
3638	00	06	13
3815	00	05	57

3642	00	03	10
3639	00	00	02
3641	00	08	11
3640	00	00	81
3651	00	00	91
3652	00	05	26
3653	00	01	06
3654	00	05	06
3655	00	00	28
3355	00	00	32
3357	00	07	69
3556	00	03	79
3555	00	04	14
3554	00	04	18
3553	00	04	10
3552	00	03	23
3548	00	03	23
3547	00	03	32
3539	00	02	64
3535	00	01	16
3536	00	10	49
3537	00	01	32
3531	00	01	99
3517	00	02	08
3516	00	04	27
3519	00	00	43
3515	00	04	13
3514	00	03	93
3512	00	00	48
3513	00	05	74

3438	00	05	28
3437	00	04	30
3436	00	04	66
3435	00	04	48
3433	00	04	35
3432	00	04	38
3430	00	05	14
3429	00	08	54
3426	00	06	55
3425	00	08	11
3424	00	03	58
3422	00	00	86
3421	00	02	42
3183	00	05	28
3189	00	00	92
3184	00	08	28
3179	00	02	33
3185	00	02	97
3165	00	06	80
3166	00	22	61
3167	00	06	10
3159	00	00	44
3163	00	02	54
3162	00	04	72
2611	00	01	25
2603	00	06	49
2602	00	06	26
2601	00	03	23
2600	00	03	57
2599	00	07	13

				2598	00	01	12
जलपाईगुरी	मयनागुडि	माधब दंगा	54	1719	00	05	98
				1718	00	09	86
				1494	00	04	20
				1493	00	21	44
				1492	00	05	30
				1490	00	00	02
				1463	00	05	19
				1462	00	04	91
				1461	00	00	09
				1466	00	05	69
				1464	00	04	23
				1465	00	07	14
				1467	00	00	73
				1108	00	04	47
				1104	00	06	32
				1105	00	04	15
				1103	00	02	40
				1102	00	03	09
				1083	00	00	41
				1084	00	07	22
				1085	00	01	77
				1082	00	01	60
				1028	00	08	35
				1027	00	08	28
				1026	00	04	22
				1029	00	01	19
				1030	00	04	12
				1031	00	01	77
				1032	00	00	30

1011	00	05	16
1012	00	10	92
1009	00	13	60
1007	00	00	04
1006	00	01	46
1005	00	03	28
1004	00	00	98
1003	00	06	67
770	00	00	30
1002	00	03	62
1001	00	01	55
1000	00	00	78
773	00	11	55
774	00	12	56
775	00	01	30
777	00	06	86
946	00	00	53
778	00	10	43
4	00	01	29
2	00	00	40
3	00	00	04
943	00	03	54
798	00	00	44
942	00	01	53
799	00	05	52
800	00	04	14
801	00	02	47
802	00	01	96
803	00	00	03
806	00	06	35

809	00	03	76
810	00	02	15
811	00	02	01
513	00	02	06
812	00	00	16
511	00	01	34
509	00	05	39
508	00	01	00
506	00	01	59
505	00	04	62
504	00	00	20
502	00	05	58
503	00	08	35
513	00	01	10
857	00	00	33
453	00	02	88
452	00	02	54
451	00	02	94
255	00	06	33
256	00	07	03
254	00	02	22
253	00	00	09
258	00	03	24
257	00	01	11
259	00	03	57
264	00	02	34
444	00	03	52
443	00	00	99
441	00	03	84
440	00	01	95

428	00	04	71
427	00	06	44
426	00	03	53
424	00	01	79
423	00	02	24
421	00	02	91
413	00	00	68
420	00	01	42
419	00	00	19
418	00	01	67
275	00	02	07
276	00	02	10
60	00	03	13
55	00	03	80
52	00	05	04
53	00	00	08
1783	00	01	74
44	00	00	85
46	00	01	80
36	00	04	50
27	00	05	80
47	00	00	19
26	00	04	77
25	00	02	69
23	00	00	76
20	00	02	64
22	00	00	10
18	00	03	23
17	00	04	01
1788	00	01	54

				15	00	01	86
				14	00	03	84
				12	00	03	23
				10	00	03	72
				21	00	05	32
				8	00	04	04
जलपाईगुरी	मयनागुडि	दक्षिण मौँमारी	36	846	00	03	66
				845	00	01	07
				847	00	03	48
				848	00	01	32
				844	00	06	38
				843	00	00	06
				856	00	00	41
				840	00	04	14
				857	00	03	99
				861	00	03	56
				862	00	02	71
				836	00	05	22
				835	00	01	23
				866	00	00	05
				834	00	01	63
				833	00	04	25
				832	00	02	08
				831	00	02	59
				751	00	02	55
				752	00	09	53
				750	00	04	13
				737	00	02	88
				753	00	00	05
				709	00	04	45

	708	00	08	00
	1121	00	05	40
	770	00	31	11
	771	00	05	23
	774	00	06	39
	423	00	01	30
	445	00	02	88
	453	00	05	14
	448	00	06	56
	449	00	06	36
	442	00	08	07
	452	00	02	24
	438	00	02	08
	437	00	03	73
	436	00	03	93
	435	00	00	24
	431	00	09	76
	430	00	11	59
	429	00	03	35
	569	00	12	41
	427	00	06	90
	426	00	03	29
	1107	00	02	52
	410	00	05	42
	425	00	00	19
	411	00	06	56
	412	00	06	45
	413	00	09	54
	414	00	01	46
	841	00	00	88

				840	00	05	14
				406	00	22	09
				398	00	01	76
				399	00	04	34
				396	00	06	11
				395	00	03	57
				394	00	04	61
				397	00	00	19
				380	00	03	80
				371	00	07	66
				370	00	08	39
				366	00	04	10
				362	00	11	30
				346	00	05	08
				347	00	04	39
				339	00	05	86
				337	00	04	16
				336	00	09	25
				331	00	05	51
				332	00	03	37
				320	00	01	36
				331	00	00	06
				321	00	08	89
				322	00	05	27
				323	00	00	07
				324	00	12	35
				296	00	15	72
				395	00	00	55
जलपाईगुरी	मयनागुडि	उत्तर मौमारी	40	3540	00	05	74
				3530	00	07	43

	3539	00	03	18
	3531	00	17	52
	3528	00	00	44

[फा. सं. एल-14014/2/2023-जीपी-II(ई-45875)]

रामजीलाल मीना, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 30th January, 2024

S.O. 347.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas through Siliguri-Gangtok Section of North - East Natural Gas Pipeline Grid Project in the State of West Bengal, a pipeline should be laid by M/s Indradhanush Gas Grid Limited;

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of User therein for laying of the pipeline under the land to Competent Authority, M/s Indradhanush Gas Grid Limited, Jalpaiguri District, State of West Bengal.

SILIGURI – GANGTOK PIPELINE PROJECT							
SCHEDULE							
District:- Jalpaiguri				State : West Bengal			
Circle	Tahsil	Name of the Village/ Mouza	JL No.	Survey No.	Area		
					Hectare	Are	Sq.mtr
1	2	3	4	5	6	7	8
Jalpaiguri	Malbazar	Bara Gharia	57	1821	00	05	20
				1822	00	07	92
				1823	00	00	52
				1825	00	00	94
				1826	00	04	54
				1833	00	21	32
				1834	00	00	26
				1835	00	03	60
				1836	00	06	01
				1848	00	03	36
				1845	00	13	45
				1846	00	04	05
				1847	00	03	51
				1867	00	00	66
				1865	00	01	32
				1866	00	01	81
				1864	00	00	16
				1852	00	10	45
				1819	00	01	86
Jalpaiguri	Moynaguri	Dakshin Khagrabari	52	4648	00	01	60
				4647	00	00	32
				4646	00	03	74
				4643	00	03	24
				4638	00	00	31
				4637	00	06	47

4636	00	02	98
4635	00	00	77
4578	00	04	40
4579	00	00	97
4580	00	03	71
4573	00	03	23
4572	00	01	65
4574	00	00	28
4571	00	05	41
4569	00	05	37
4568	00	03	26
4594	00	00	13
4567	00	00	51
4566	00	00	04
4597	00	03	93
4598	00	00	53
4382	00	02	39
4352	00	04	53
4353	00	00	43
4354	00	00	02
4355	00	04	56
4359	00	03	61
4356	00	00	32
4357	00	00	47
4358	00	01	63
4368	00	04	46
4367	00	04	42
4366	00	00	04
4372	00	00	71
4371	00	02	39
4370	00	03	46
4369	00	01	98
4302	00	04	30
4305	00	01	16
4304	00	03	00
4308	00	04	54
4307	00	00	52
4289	00	01	60
4290	00	02	25
4291	00	00	25
4286	00	03	09
4285	00	03	71
4284	00	01	57
4274	00	02	42
4257	00	04	39
4258	00	02	26
4256	00	04	84
4255	00	03	09
4267	00	00	12
4259	00	00	51
4253	00	03	11
4239	00	01	54
4252	00	01	41
4240	00	01	34
4249	00	01	92
4241	00	10	92
4248	00	00	73
4247	00	01	71
4235	00	02	71
4234	00	01	89

				4233	00	00	48
				4231	00	02	13
				4232	00	03	32
				4220	00	00	13
				4217	00	13	92
				4216	00	07	73
				4218	00	00	58
				3025	00	07	44
				2618	00	00	11
Jalpaiguri	Moynaguri	Uttar Madhab Danga	53	4301	00	31	55
				4300	00	03	04
				4299	00	07	14
				4298	00	01	02
				4286	00	01	18
				4108	00	00	64
				4107	00	01	39
				4106	00	00	33
				4105	00	02	27
				4104	00	16	21
				4103	00	10	73
				4081	00	11	26
				4080	00	04	30
				4079	00	00	22
				4067	00	00	34
				4060	00	11	96
				4053	00	01	14
				4059	00	05	46
				4054	00	05	60
				4051	00	08	42
				4049	00	07	24
				4048	00	00	09
				4043	00	10	93
				4042	00	05	50
				2872	00	01	08
				2871	00	00	08
				2883	00	08	96
				2878	00	00	57
				2885	00	06	45
				2886	00	02	76
				2887	00	00	33
				2884	00	01	56
				2883	00	00	13
				2895	00	00	81
				2896	00	02	73
				2882	00	02	86
				2881	00	00	49
				2897	00	00	88
				4010	00	02	40
				2898	00	04	10
				2899	00	00	81
				3991	00	01	77
				3993	00	04	93
				3994	00	04	60
				3990	00	00	76
				3998	00	06	61
				4000	00	05	35
				4003	00	06	65
				3928	00	01	58
				3914	00	09	60

3915	00	04	97
3916	00	04	63
3917	00	11	61
3836	00	00	03
3615	00	04	93
3616	00	00	88
3617	00	03	25
3629	00	04	59
3829	00	02	37
3630	00	06	73
3631	00	02	41
3632	00	01	80
3637	00	04	31
3638	00	06	13
3815	00	05	57
3642	00	03	10
3639	00	00	02
3641	00	08	11
3640	00	00	81
3651	00	00	91
3652	00	05	26
3653	00	01	06
3654	00	05	06
3655	00	00	28
3355	00	00	32
3357	00	07	69
3556	00	03	79
3555	00	04	14
3554	00	04	18
3553	00	04	10
3552	00	03	23
3548	00	03	23
3547	00	03	32
3539	00	02	64
3535	00	01	16
3536	00	10	49
3537	00	01	32
3531	00	01	99
3517	00	02	08
3516	00	04	27
3519	00	00	43
3515	00	04	13
3514	00	03	93
3512	00	00	48
3513	00	05	74
3438	00	05	28
3437	00	04	30
3436	00	04	66
3435	00	04	48
3433	00	04	35
3432	00	04	38
3430	00	05	14
3429	00	08	54
3426	00	06	55
3425	00	08	11
3424	00	03	58
3422	00	00	86
3421	00	02	42
3183	00	05	28
3189	00	00	92

				3184	00	08	28
				3179	00	02	33
				3185	00	02	97
				3165	00	06	80
				3166	00	22	61
				3167	00	06	10
				3159	00	00	44
				3163	00	02	54
				3162	00	04	72
				2611	00	01	25
				2603	00	06	49
				2602	00	06	26
				2601	00	03	23
				2600	00	03	57
				2599	00	07	13
				2598	00	01	12
Jalpaiguri	Moynaguri	Madhab Daga	54	1719	00	05	98
				1718	00	09	86
				1494	00	04	20
				1493	00	21	44
				1492	00	05	30
				1490	00	00	02
				1463	00	05	19
				1462	00	04	91
				1461	00	00	09
				1466	00	05	69
				1464	00	04	23
				1465	00	07	14
				1467	00	00	73
				1108	00	04	47
				1104	00	06	32
				1105	00	04	15
				1103	00	02	40
				1102	00	03	09
				1083	00	00	41
				1084	00	07	22
				1085	00	01	77
				1082	00	01	60
				1028	00	08	35
				1027	00	08	28
				1026	00	04	22
				1029	00	01	19
				1030	00	04	12
				1031	00	01	77
				1032	00	00	30
				1011	00	05	16
				1012	00	10	92
				1009	00	13	60
				1007	00	00	04
				1006	00	01	46
				1005	00	03	28
				1004	00	00	98
				1003	00	06	67
				770	00	00	30
				1002	00	03	62
				1001	00	01	55
				1000	00	00	78
				773	00	11	55
				774	00	12	56

775	00	01	30
777	00	06	86
946	00	00	53
778	00	10	43
4	00	01	29
2	00	00	40
3	00	00	04
943	00	03	54
798	00	00	44
942	00	01	53
799	00	05	52
800	00	04	14
801	00	02	47
802	00	01	96
803	00	00	03
806	00	06	35
809	00	03	76
810	00	02	15
811	00	02	01
513	00	02	06
812	00	00	16
511	00	01	34
509	00	05	39
508	00	01	00
506	00	01	59
505	00	04	62
504	00	00	20
502	00	05	58
503	00	08	35
513	00	01	10
857	00	00	33
453	00	02	88
452	00	02	54
451	00	02	94
255	00	06	33
256	00	07	03
254	00	02	22
253	00	00	09
258	00	03	24
257	00	01	11
259	00	03	57
264	00	02	34
444	00	03	52
443	00	00	99
441	00	03	84
440	00	01	95
428	00	04	71
427	00	06	44
426	00	03	53
424	00	01	79
423	00	02	24
421	00	02	91
413	00	00	68
420	00	01	42
419	00	00	19
418	00	01	67
275	00	02	07
276	00	02	10
60	00	03	13
55	00	03	80

				52	00	05	04
				53	00	00	08
				1783	00	01	74
				44	00	00	85
				46	00	01	80
				36	00	04	50
				27	00	05	80
				47	00	00	19
				26	00	04	77
				25	00	02	69
				23	00	00	76
				20	00	02	64
				22	00	00	10
				18	00	03	23
				17	00	04	01
				1788	00	01	54
				15	00	01	86
				14	00	03	84
				12	00	03	23
				10	00	03	72
				21	00	05	32
				8	00	04	04
Jalpaiguri	Moynaguri	Dakshin Mouamari	36	846	00	03	66
				845	00	01	07
				847	00	03	48
				848	00	01	32
				844	00	06	38
				843	00	00	06
				856	00	00	41
				840	00	04	14
				857	00	03	99
				861	00	03	56
				862	00	02	71
				836	00	05	22
				835	00	01	23
				866	00	00	05
				834	00	01	63
				833	00	04	25
				832	00	02	08
				831	00	02	59
				751	00	02	55
				752	00	09	53
				750	00	04	13
				737	00	02	88
				753	00	00	05
				709	00	04	45
				708	00	08	00
				1121	00	05	40
				770	00	31	11
				771	00	05	23
				774	00	06	39
				423	00	01	30
				445	00	02	88
				453	00	05	14
				448	00	06	56
				449	00	06	36
				442	00	08	07
				452	00	02	24
				438	00	02	08

				437	00	03	73
				436	00	03	93
				435	00	00	24
				431	00	09	76
				430	00	11	59
				429	00	03	35
				569	00	12	41
				427	00	06	90
				426	00	03	29
				1107	00	02	52
				410	00	05	42
				425	00	00	19
				411	00	06	56
				412	00	06	45
				413	00	09	54
				414	00	01	46
				841	00	00	88
				840	00	05	14
				406	00	22	09
				398	00	01	76
				399	00	04	34
				396	00	06	11
				395	00	03	57
				394	00	04	61
				397	00	00	19
				380	00	03	80
				371	00	07	66
				370	00	08	39
				366	00	04	10
				362	00	11	30
				346	00	05	08
				347	00	04	39
				339	00	05	86
				337	00	04	16
				336	00	09	25
				331	00	05	51
				332	00	03	37
				320	00	01	36
				331	00	00	06
				321	00	08	89
				322	00	05	27
				323	00	00	07
				324	00	12	35
				296	00	15	72
				395	00	00	55
Jalpaiguri	Moynaguri	Uttar Mouamari	40	3540	00	05	74
				3530	00	07	43
				3539	00	03	18
				3531	00	17	52
				3528	00	00	44

[F. No. L-14014/2/2023-GP-II (E-45875)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 2 फरवरी, 2024

का.आ. 348.—जबकि भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में नार्थ - इस्ट नेचुरल गैस पाइपलाइन ग्रिड परियोजना के सिलीगुड़ी - गंगटोक खंड के माध्यम से प्राकृतिक गैस के परिवहन के लिए मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइप लाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध कर दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइप लाइन बिछाए जाने की संबंध में, सक्षम प्राधिकारी, मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड, ७ मा माला, एन.आर.एल. सेन्टर, जी.एस. रास्ता, क्रीशचीयन बस्ती, असम- 781005, को लिखित रूप में आक्षेप भेज सकेगा।

सिलीगुड़ी - गंगटोक पाइपलाइन परियोजना							
अनुसूची							
जिला : जलपाईगुरी				राज्य : पश्चिम बंगाल			
सर्कल	तहसील	गाँव/मौज़ा	थाना नं.	दाग नं.	क्षेत्रफल		
					हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7	8
जलपाईगुरी	मालबजार	बिदुरेडंगा	106	480	00	03	86
				479	00	11	66
				236	00	01	24
				235	00	04	36
				234	00	11	67
				161	00	00	04
				162	00	12	47
				163	00	03	35
				165	00	00	14
				174	00	02	78
				175	00	01	31
				172	00	00	31
				180	00	01	22
				178	00	00	37
				181	00	04	98
				185	00	00	75
				184	00	08	44
				199	00	05	55
				200	00	02	04
				471	00	02	52
				470	00	00	28
				474	00	15	58

[फा. सं. एल - 14014-2-2023-जीपी-II (ई-45875)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 2nd February, 2024

S.O. 348.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas through Siliguri-Gangtok Section of North - East Natural Gas Pipeline Grid Project in the State of West Bengal, a pipeline should be laid by M/s Indradhanush Gas Grid Limited;

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of User therein for laying of the pipeline under the land to Competent Authority, M/s Indradhanush Gas Grid Limited, Jalpaiguri District, State of West Bengal.

SILIGURI – GANGTOK PIPELINE PROJECT							
SCHEDULE							
District:- Jalpaiguri				State : West Bengal			
Circle	Tahsil	Name of the Village/ Mouza	JL No.	Survey No.	Area		
					Hectare	Are	Sq.mtr.
1	2	3	4	5	6	7	8
Jalpaiguri	Malbazar	Bidurerdanga	106	480	00	03	86
				479	00	11	66
				236	00	01	24
				235	00	04	36
				234	00	11	67
				161	00	00	04
				162	00	12	47
				163	00	03	35
				165	00	00	14
				174	00	02	78
				175	00	01	31
				172	00	00	31
				180	00	01	22
				178	00	00	37
				181	00	04	98
				185	00	00	75
				184	00	08	44
				199	00	05	55
				200	00	02	04
				471	00	02	52
				470	00	00	28
				474	00	15	58

[F No. L-14014-2-2023-GP-II(E-45875)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 2 फरवरी, 2024

का.आ. 349.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 कि उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2676(ई) तारीख 15.06.2023 जो भारत के असाधारण राजपत्र तारीख 16.06.2023 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड द्वारा असम राज्य में गुवाहाटी - शिलांग - सिलचर - पानीसागर प्राकृतिक गैस पाइपलाइन के मध्याम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने जनता से प्राप्त आक्षेपों को परीक्षण के उपरांत निपटान कर दिया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप - धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 कि उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 कि उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग के अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाय, पाइपलाइन बिछाने का प्रस्ताव करने वाली मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुये, सभी विलंगमों से मुक्त, मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड में निहित होगा।

अनुसूची						
जिला : कछार				राज्य : असम		
सर्कल	तहसील	गाँव/मौज़ा	दाग नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर.
1	2	3	4	5	6	7
कातिगोराह	कातिगोराह	तेली टीकर भाग -1	21	00	01	08
कातिगोराह	कातिगोराह	जगदीशपुर भाग 2	183	00	06	16
			115	00	03	91
कातिगोराह	कातिगोराह	जगदीशपुर भाग 3	189	00	01	07
			195	00	01	74
कातिगोराह	कातिगोराह	जगदीशपुर भाग 5	121	00	03	11
			124	00	02	80
			117	00	08	97
कातिगोराह	कातिगोराह	चांदपुर-3	238	00	13	81
कातिगोराह	कातिगोराह	रंगर भाग -3	116	00	04	90

			118	00	01	04
सिलचर	सिलचर	दुर्गापुर	150	00	07	68
			169	00	01	89
			237	00	01	00
			170	00	03	75
सिलचर	सिलचर	उजान ग्राम	74	00	01	10
सिलचर	सिलचर	चेसरी	499	00	10	73
			497	00	00	94
			268	00	00	93
			498	00	08	69
			223	00	01	07
सिलचर	सिलचर	कालीनगर भाग 1	32	00	01	62
			35	00	00	66
सिलचर	सिलचर	कालीनगर भाग 2	217	00	02	18
सिलचर	सिलचर	खारिल बागीचा	36	00	01	00
उधरबॉन्ड	उधरबॉन्ड	दुर्गानगर भाग 2	204	00	06	03
			230	00	06	85
			229	00	03	45
उधरबॉन्ड	उधरबॉन्ड	डोयापोर भाग - 4	91	00	41	16
			52	00	61	31
उधरबॉन्ड	उधरबॉन्ड	इस्तमपुर	44	00	00	70
			45	00	04	90
लखीपुर	लखीपुर	निज-बांसकांडी भाग -4	229	00	00	57
सोनाई	सोनाई	गोर्बिंदपुर भाग -3	15	00	00	82
			20	00	00	88
			30	00	01	10
सोनाई	सोनाई	धनेहरी भाग -1	586	00	05	32
			288	00	02	25
कैटिगोराह	कैटिगोराह	सैदपुर III	24	00	16	70
			25	01	04	30
			32	00	67	58

कैटिगोराह	कैटिगोराह	खेलमा भाग II	186	00	02	69
कैटिगोराह	कैटिगोराह	नाटनपुर	209	00	10	76
			210	00	13	62
			212	00	16	02
			215	00	07	14
			216	00	02	28
			219	00	04	08
			220	00	02	47
			222	00	03	29
			223	00	05	68
			227	00	09	18
			228	00	08	02
		ROAD		00	02	15
		229		00	02	46
		NALA		00	01	50

[फा. सं. एल – 14014/14/2023-जीपी-II (ई-46938)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 2nd February, 2024

S.O. 349.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O.No.2676(E) dated the 15.06.2023 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated the 16.06.2023, the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Natural Gas through Guwahati - Shillong - Silchar - Panisagar Section of North - East Natural Gas Pipeline in the state of Assam by Indradhanush Gas Grid Limited (IGGL).

And whereas copies of the said Extraordinary Gazette notification were made available to the public.

And whereas the objections received from the public to the laying of the pipeline have been considered and disposed by the Competent Authority.

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act submitted its report to the Government of India.

And whereas the Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Government of India hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the Indradhanush Gas Grid Limited (IGGL), free from all encumbrances.

SCHEDULE						
District:- Cachar				State :- Assam		
Circle	Tahsil	Name of the Village/ Mouza	Survey No.	Area		
				Hectare	Are	Sq.mtr.
1	2	3	4	5	6	7
Katigorah	Katigorah	Teli Tikar Pt-1	21	00	01	08

Katigorah	Katigorah	Jagdispur pt 2	183	00	06	16
			115	00	03	91
Katigorah	Katigorah	Jagdispur Pt 3	189	00	01	07
			195	00	01	74
Katigorah	Katigorah	Jagdispur Pt 5	121	00	03	11
			124	00	02	80
			117	00	08	97
Katigorah	Katigorah	Chandpur-3	238	00	13	81
Katigorah	Katigorah	Rangar pt-3	116	00	04	90
			118	00	01	04
Silchar	Silchar	Durgapur	150	00	07	68
			169	00	01	89
			237	00	01	00
			170	00	03	75
Silchar	Silchar	Ujan Gram	74	00	01	10
Silchar	Silchar	Chesri	499	00	10	73
			497	00	00	94
			268	00	00	93
			498	00	08	69
			223	00	01	07
Silchar	Silchar	Kalinagar Pt 1	32	00	01	62
			35	00	00	66
Silchar	Silchar	Kalinagar Pt 2	217	00	02	18
Silchar	Silchar	Kharil Bagicha	36	00	01	00
Udharbond	Udharbond	Durganagar Pt 2	204	00	06	03
			230	00	06	85
			229	00	03	45
Udharbond	Udharbond	Doyapore Pt 4	91	00	41	16
			52	00	61	31
Udharbond	Udharbond	Istampur	44	00	00	70
			45	00	04	90
Lakhipur	Lakhipur	Niz-Banskandi Pt-4	229	00	00	57
Sonai	Sonai	Gobindpur pt-3	15	00	00	82

			20	00	00	88
			30	00	01	10
Sonai	Sonai	Dhanehari Pt-1	586	00	05	32
			288	00	02	25
Katigorah	Katigorah	SAIDPUR III	24	00	16	70
			25	01	04	30
			32	00	67	58
Katigorah	Katigorah	Khelma part II	186	00	02	69
Katigorah	Katigorah	Natanpur	209	00	10	76
			210	00	13	62
			212	00	16	02
			215	00	07	14
			216	00	02	28
			219	00	04	08
			220	00	02	47
			222	00	03	29
			223	00	05	68
			227	00	09	18
			228	00	08	02
		ROAD		00	02	15
		229		00	02	46
		NALA		00	01	50

[F No. L-14014/14/2023-GP-II (E-46938)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 2 फरवरी, 2024

का.आ. 350.— भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 कि उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 4964(अ) तारीख 26.10.2023 जो भारत के असाधारण राजपत्र तारीख 17.11.2023, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड द्वारा असम राज्य में नार्थ-इस्ट नेचुरल गैस पाइपलाइन ग्रिड परियोजना के GNPL खंड के मध्यायम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने जनता से प्राप्त आक्षेपों को परीक्षण के उपरांत निपटान कर दिया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप - धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 कि उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 कि उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग के अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाय, पाइपलाइन बिछाने का प्रस्ताव करने वाली मैसर्स इन्द्रधनुष गैस ग्रिड लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुये, सभी विलंगमों से मुक्त, मैसर्स इन्द्रधनुष गैस ग्रिड लिमिटेड में निहित होगा।

अनुसूची

जिला : दरांग		राज्य : असम				
सर्कल	मौज़ा	गाँव	दाग नं	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
मंगलदै	चौपाई	अहाका चुबुरी	616	00	02	95

जिला : सोनितपुर		राज्य : असम				
सर्कल	मौज़ा	गाँव	दाग नं	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
ढेकियाजूली	बोरसोला	1न. नतुन चिराझुली	441	00	04	45

[फा. सं. एल – 14014/24/2023-जीपी-II (ई-47286)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 2nd February, 2024

S.O. 350.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O.No.4964(E) dated the 26.10.2023 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated the 17.11.2023 the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Natural Gas through GNPL section of North – East Natural Gas Pipeline Grid Project in the state of Assam, by Indradhanush Gas Grid Limited (IGGL).

And whereas copies of the said Extraordinary Gazette notification were made available to the public.

And whereas the objections received from the public to the laying of the pipeline have been considered and disposed by the Competent Authority.

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act submitted its report to the Government of India.

And whereas the Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Government of India hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting

in Government of India, vest, on this date of the publication of the declaration, in the Indradhanush Gas Grid Limited (IGGL), free from all encumbrances.

District :Darrang				State: Assam		
Circle	Mauza	Village	Dag No.	Area		
				Hec.	Arc	Sq.Mtr.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Mangaldai	Chapai	Ahaka Chuburi	616	00	02	95

District :Sonitpur				State: Assam		
Circle	Mauza	Village	Dag No.	Area		
				Hec.	Arc	Sq.Mtr.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Dhekiajuli	Borsola	1No. Natun Chirajhuli	441	00	04	45

[F No. L-14014/24/2023-GP-II (E-47286)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 2 फरवरी, 2024

का.आ. 351.—जब कि भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि असम राज्य में नार्थ – इस्ट नेचुरल गैस पाइप लाइन ग्रिड परियोजना के गुवाहाटी-नुमालीगढ़ खंड के माध्यम से प्राकृतिक गैस के परिवहन के लिए मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिस में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध कर दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने की संबंध में, सक्षम प्राधिकारी, मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड, असम राज्य, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला : बिस्वानाथ				राज्य : असम		
सर्कल	मौज़ा	गाँव	दाग नं	क्षेत्रफल		
				हेक्टेअर	आर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
बिस्वानाथ	बाघमारा	मोनाबारी चाह बगिचा बिहपुखुरी एन एल आर ग्रांट नं 317/516 चिट नं 2	715	00	07	12
			694	00	07	82
			695	00	03	69
			701	00	08	95
		मोनाबारी चाह बगिचा बिहपुखुरी एन एल	43	00	06	33

		आर ग्रान्ट नं 317/516 चिट नं 1				
		२ नं दिचिरि पथार	452	00	21	20

जिला : सोनितपुर				राज्य : असम		
सर्कल	मौज़ा	गाँव	दाग नं	क्षेत्रफल		
				हेक्टेअर	आर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
चारीदुवार	गोरमारी	१ नं मालिजान बगिचा	175	00	06	94
		कचमारी ग्रान्ट	177	00	01	64
			176	00	06	05
			175	00	01	71

[फा. सं. -एल-14014/1/2024-जीपी-II (ई-48822)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 2nd February, 2024

S.O. 351.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas through Guwahati – Numaligarh – GNPL Section of North - East Natural Gas Pipeline Grid Project in the State of Assam, a pipeline should be laid by M/s Indradhanush Gas Grid Limited;

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of User therein for laying of the pipeline under the land to Competent Authority, M/s Indradhanush Gas Grid Limited, State of Assam.

SCHEDULE

District : Biswanath			State: Assam			
Circle	Mouza	Name of Village	Dag No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
BISWANATH	BAGHMARA	MONABARI CHAH BAGICHA BIHPUKHURI NLR GRANT NO 317/516 SH.NO. 2	715	00	07	12
			694	00	07	82
			695	00	03	69
			701	00	08	95
		MONABARI CHAH BAGICHA BIHPUKHURI NLR GRANT NO 317/516 SH.NO. 1	43	00	06	33
		2 NO DICHIRI PATHAR	452	00	21	20

District : Sonitpur			State: Assam			
Circle	Mouza	Name of Village	Dag No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
CHARIDUAR	GOURMARI	1 NO MALIJAN BAGICHA	175	00	06	94
		KAHAMARI GRANT	177	00	01	64
			176	00	06	05
			175	00	01	71

[F No. L-14014-1-2024-GP-II (E-48822)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 8 फरवरी, 2024

का.आ. 352.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 कि उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 4986(अ) तारीख 26.10.2023 जो भारत के असाधारण राजपत्र तारीख 20.11.2023 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड द्वारा असम राज्य में देरगाँव – दीमापुर प्राकृतिक गैस पाइपलाइन के मध्याम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने जनता से प्राप्त आक्षेपों को परीक्षण के उपरांत निपटान कर दिया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप - धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 कि उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 कि उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग के अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाय, पाइपलाइन बिछाने का प्रस्ताव करने वाली मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुये, सभी विलंगमों से मुक्त, मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड में निहित होगा।

अनुसूची

जिला : जोरहाट			राज्य : असम			
सर्कल	मौज़ा	गाँव	दाग नं	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
तिताबर	तिताबर	एलेंगी	596	00	03	81

[फा. सं. एल-14014-246-2022-जीपी-II(E-45384)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 8th February, 2024

S.O. 352.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4986(E) dated 26.10.2023, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated the 20.11.2023, the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Natural Gas through Dergaon-Dimapur Gas Pipeline in the state of Assam by Indradhanush Gas Grid Limited (IGGL).

And whereas copies of the said Extraordinary Gazette notification were made available to the public.

And whereas the objections received from the public to the laying of the pipeline have been considered and disposed by the Competent Authority.

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act submitted its report to the Government of India.

And whereas the Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Government of India hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the Indradhanush Gas Grid Limited (IGGL), free from all encumbrances.

Schedule

District : Jorhat			State : Assam			
Circle	Mouza	Gaon	Dag No	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Titabar	Titabar	Elengi	596	00	03	81

[F No. L-14014-246-2022-GP-II(E-45384)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 8 फरवरी, 2024

का.आ. 353.—जबकि भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि असम राज्य में नार्थ - ईस्ट नेचुरल गैस पाइपलाइन ग्रिड परियोजना के गुवाहाटी - नुमालीगढ़ - दीमापुर खंड के माध्यम से प्राकृतिक गैस के परिवहन के लिए मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइप लाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध कर दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइप लाइन बिछाए जाने की संबंध में, सक्षम प्राधिकारी, मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड, असम राज्य, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला : गोलाघाट			राज्य : असम			
सर्कल	मौज़ा	गाँव	दाग नं	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
सरूपथार	सरूपथार	बेबेजिया	196	00	14	54
			191	00	05	81
			334	00	11	73
			177	00	04	40
			176	00	04	00
			175	00	05	61
			174	00	04	67
			168	00	20	08
			169	00	11	45
			312	00	11	79
			319	00	08	75
			339	00	26	34
			145	00	10	78
			129	00	11	47
			131	00	01	28
			118	00	12	09
			109	00	17	26
			110	00	05	58
			99	00	06	22
			100	00	05	38
			90	00	14	76
			83	00	15	01
			72	00	06	97
			73	00	06	59
			62	00	13	60
			63	00	09	02
			53	00	09	31
			54	00	07	88
			42	00	22	07
			25	00	11	80
			26	00	08	74
			27	00	10	85
			8	00	07	85
सरूपथार	सरूपथार	बोरबली	128	00	21	59

			11	00	15	68
			10	00	07	31
			330	00	10	94
			22	00	17	34
			36	00	39	57
			35	00	08	81
			53	00	09	86
			54	00	03	58
			55	00	11	15
			56	00	17	17
			57	00	24	24
			58	00	04	44
			59	00	03	81
			60	00	14	94
			97	00	07	57
			98	00	04	25
			99	00	17	59
			100	00	05	31
			122	00	05	09
			123	00	05	24
			124	00	05	13
			125	00	03	57
			126	00	04	39
सरूपथार	बारपथार	बोर्डुबी	33	00	24	44
			39	00	02	51
			38	00	01	03
			50	00	06	26
			158	00	10	92
			51	00	10	76
			52	00	14	93
			54	00	17	45
			55	00	19	90
			34	00	13	09
			46	00	18	31
			45	00	13	79
			43	00	07	09
			181	00	30	67
			182	00	00	91
			170	00	06	88
			108	00	14	16

सरूपथार	वारपथार	रेंगमा ग्रंट	107	00	12	40
			106	00	12	53
			105	00	15	26
			104	00	13	21
			103	00	16	41
			102	00	18	10
			101	00	16	97
			100	00	17	06
			99	00	18	21
			98	00	11	41
			97	00	05	65
			91	00	09	21
			92	00	14	88
			93	00	13	66
			94	00	16	27
			95	00	18	74
			96	00	15	40
			167	00	08	53
			111	00	05	03
			112	00	07	14
			87	00	01	03
			89	00	00	34
			90	00	04	61
			136	00	01	39

[फा. सं. एल -14014-251-2022-जीपी-II (ई - 45398)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 8th February, 2024

S.O. 353.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas through Guwahati – Numaligarh – Dimapur Section of North - East Natural Gas Pipeline Grid Project in the State of Assam, a pipeline should be laid by M/s Indradhanush Gas Grid Limited;

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of User therein for laying of the pipeline under the land to Competent Authority, M/s Indradhanush Gas Grid Limited, State of Assam.

SCHEDULE

District: Golaghat			State: Assam			
Circle	Mouza	Name of Village	Dag No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Sarupathar	Sarupathar	Bebejia	196	00	14	54
			191	00	05	81
			334	00	11	73
			177	00	04	40
			176	00	04	00
			175	00	05	61
			174	00	04	67
			168	00	20	08
			169	00	11	45
			312	00	11	79
			319	00	08	75
			339	00	26	34
			145	00	10	78
			129	00	11	47
			131	00	01	28
			118	00	12	09
			109	00	17	26
			110	00	05	58
			99	00	06	22
			100	00	05	38
			90	00	14	76
			83	00	15	01
			72	00	06	97
			73	00	06	59
			62	00	13	60
			63	00	09	02
			53	00	09	31
			54	00	07	88
			42	00	22	07
			25	00	11	80
			26	00	08	74
			27	00	10	85
			8	00	07	85
Sarupathar	Sarupathar	Borbali	128	00	21	59
			11	00	15	68
			10	00	07	31
			330	00	10	94
			22	00	17	34
			36	00	39	57
			35	00	08	81
			53	00	09	86
			54	00	03	58

			55	00	11	15
			56	00	17	17
			57	00	24	24
			58	00	04	44
			59	00	03	81
			60	00	14	94
			97	00	07	57
			98	00	04	25
			99	00	17	59
			100	00	05	31
			122	00	05	09
			123	00	05	24
			124	00	05	13
			125	00	03	57
			126	00	04	39
Sarupathar	Barpathar	Bordubi	33	00	24	44
			39	00	02	51
			38	00	01	03
			50	00	06	26
			158	00	10	92
			51	00	10	76
			52	00	14	93
			54	00	17	45
			55	00	19	90
			34	00	13	09
			46	00	18	31
			45	00	13	79
			43	00	07	09
			181	00	30	67
			182	00	00	91
			170	00	06	88
Sarupathar	Barpathar	Rengma Grant	108	00	14	16
			107	00	12	40
			106	00	12	53
			105	00	15	26
			104	00	13	21
			103	00	16	41
			102	00	18	10
			101	00	16	97
			100	00	17	06
			99	00	18	21
			98	00	11	41
			97	00	05	65
			91	00	09	21
			92	00	14	88
			93	00	13	66
			94	00	16	27
			95	00	18	74

			96	00	15	40
			167	00	08	53
			111	00	05	03
			112	00	07	14
			87	00	01	03
			89	00	00	34
			90	00	04	61
			136	00	01	39

[F No. L-14014-251-2022-GP-II (E-45398)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 8 फरवरी, 2024

का.आ. 354.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3031(अ) तारीख 28.06.2023 जो भारत के असाधारण राजपत्र तारीख 07.07.2023, में प्रकाशित की गयी थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा महाराष्ट्र राज्य में मुंबई – नागपूर – झारसुगुडा प्राकृतिक गैस पाइपलाइन के खंड नागपूर – जबलपुर पाइपलाइन के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने जनता से प्राप्त आक्षेपों को परीक्षण के उपरांत निपटान कर दिया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

मुंबई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइप लाइन						
अनुभाग – नागपुर-जबलपुर						
राज्य : महाराष्ट्र						
जिला	तालुका	गाँव का नाम	सर्वे नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5		
नागपूर	क्लमेश्वर	कळंबी	72	00	11	78
			71	00	16	05
			74	00	02	73

			77	00	27	75
			110	00	30	88
			112	00	25	25
			129	00	26	81
			131	00	16	96
			132	00	24	06
			137	00	01	93
			136	00	13	98
			133	00	14	57
			134	00	12	66
			107	00	19	41
नागपूर	क्लमेश्वर	हजापूर (रिटी)	108	00	21	10
			112	00	34	79
			111	00	00	11
			114	00	51	89
			101	00	01	73
			100	00	26	25
			95	00	11	42
			97	00	22	02
			91	00	03	96
			98	00	05	53

[फा. सं. एल – 14014/226/2021-जीपी-II (ई-41026)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 8th February, 2024

S.O. 354.—Whereas by Notification of Government of India, in Ministry of Petroleum & Natural Gas vide S.O.No 3031(E) dated 28.06.2023; issued under sub - section (1) of section 3 of the Petroleum & Minerals Pipelines (Acquisition of right of users in land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated 07.07.2023, the Government of India declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying Pipeline for transportation of natural gas through Mumbai – Nagpur – Jharsuguda (Section:- Nagpur - Jabalpur) pipeline in the State of Maharashtra by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And whereas the objections received from the public to the laying of the pipeline have been considered of by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section (6) of the said Act, submitted its report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub section (1) of section (6) of the said Act, the Government of India hereby declares that the Right of User in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of powers conferred by sub section (4) of the Section (6) of the said Act, Government of India hereby directs the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on the this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section - Nagpur - Jabalpur						
State : Maharashtra						
District	Taluka	Village	Survey No.	Area		
				Hect.	Are	Sq. mtr.
1	2	3	4	5		
Nagpur	Kalmeshwar	Kalambi	72	00	11	78
			71	00	16	05
			74	00	02	73
			77	00	27	75
			110	00	30	88
			112	00	25	25
			129	00	26	81
			131	00	16	96
			132	00	24	06
			137	00	01	93
			136	00	13	98
			133	00	14	57
			134	00	12	66
Nagpur	Kalmeshwar	Shahajapur (Rithi)	107	00	19	41
			108	00	21	10
			112	00	34	79
			111	00	00	11
			114	00	51	89
			101	00	01	73
			100	00	26	25
			95	00	11	42
			97	00	22	02
			91	00	03	96
			98	00	05	53

[F No. L-14014/226/2021-GP-II (E-41026)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 8 फरवरी, 2024

का.आ. 355.—जबकि भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में मुंबई-नागपुर-झारसुगुडा नेचुरल गैस पाइपलाइन खंड नागपुर-झारसुगुडा पाइपलाइन खंड के माध्यम से प्राकृतिक गैस के परिवहन के लिए मेसर्स गेल (इंडिया) लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए।

और भारत सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि जिसमें उक्त पाइप लाइन बिछाए जाने का प्रस्ताव है, इस अधिसूचना से सलग्न अनुसूची में वर्णित भूमि के उपयोग अधिकार का अर्जन किया जाए;

अतः अब भारत सरकार पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आषय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियो साधारण जनता को उपलब्ध कर दी जाती है, 21 दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाए जाने की सम्बंध में सक्षम प्राधिकारी भुसंपादन (एम.एन.जे.पी.एल. प्रकल्प) गेल (इंडिया) लिमिटेड, 100, राणा हाऊस, 2 रा माळा, ईस्ट हायकोर्ट रोड, रामदासपेठ, नागपुर - 440010 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मुंबई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइप लाइन						
अनुभाग - नागपुर-झारसुगुडा						
राज्य : महाराष्ट्र						
जिला	तालुका	गाँव का नाम	सर्वे नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5		
भंडारा	तुमसर	कोश्टी	27	00	14	74
			16	00	14	91
			15	00	28	31
			13	00	29	19
			Ashphalted Road	00	01	98
			314	00	10	50
			313	00	14	84
			312	00	02	64
			315	00	31	82
			Drain	00	11	34
			318	00	15	78
			317	00	03	40
			319	00	03	20

[फा. सं. एल - 14014/82/2022-जीपी-II (ई-42552)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 8th February, 2024

S.O. 355.—Whereas it appears to Government that it is necessary in the public interest that for transportation of Natural Gas through Mumbai - Nagpur - Jharsuguda Natural Gas Pipeline Section of Nagpur - Jharsuguda in the state of Maharashtra, a pipeline should be laid by M/s. GAIL (India) Limited.

And whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act 1962 (50 of 1962), Government of India hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule, may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority Land Acquisition, (M.N.J.P.L. Project) GAIL (India) Limited, 100, Rana House, 2nd Floor, East High Court Road, Ramdas Peth, Nagpur 440010.

SCHEDULE

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section - Nagpur – Jharsuguda						
State: Maharashtra						
District	Taluka	Village	Survey No.	Area		
				Hect.	Are	Sq. mtr.
1	2	3	4	5		
Bhandara	Tumsar	Koshti	27	00	14	74
			16	00	14	91
			15	00	28	31
			13	00	29	19
			Ashphalted Road	00	01	98
			314	00	10	50
			313	00	14	84
			312	00	02	64
			315	00	31	82
			Drain	00	11	34
			318	00	15	78
			317	00	03	40
			319	00	03	20

[F No. L-14014/82/2022-GP-II (E-42552)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 8 फरवरी, 2024

का.आ. 356.—जबकि भारत सरकार को लोकहीत में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में मुंबई-नागपुर-झारसुगुडा नेचरल गैस पाइपलाइन खंड नागपुर&जबलपुर पाइपलाइन खंड के माध्यम से प्राकृतिक गैस के परिवहन के लिए मेसर्स गेल (इंडिया) लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए।

और भारत सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि जिसमें उक्त पाइप लाइन बिछाए जाने का प्रस्ताव है, इस अधिसूचना से सलग्न अनुसूची में वर्णित भूमि के उपयोग अधिकार का अर्जन किया जाए।

अतः अब भारत सरकार पट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितब) है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियो साधारण जनता को उपलब्ध कर दी जाती है। 21 दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाए जाने की सम्बंध में सक्षम

प्राधिकारी भुसंपादन (एम.एन.जे.पी.एल. प्रकल्प) गेल (इंडिया) लिमिटेड, 100, राणा हाऊस, 2 रा माळा, ईस्ट हायकोर्ट रोड, रामदासपेठ, नागपुर-440010 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मुंबई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइप लाइन						
अनुभाग - नागपुर- जबलपुर						
राज्य : महाराष्ट्र						
जिला	तालुका	गाँव का नाम	सर्वे नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5		
नागपुर	हिंगणा	पांजरी	195	00	37	41
			196	00	14	84
			Cart Track	00	07	30
			191/1	00	04	16
			190	00	07	48
			189	00	23	68
			NALA	00	04	97

[फा. सं. एल - 14014/34/2023-जीपी-II (ई-48282)]

रामजीलाल मीना, अवर सचिव

New Delhi, the, 8th February, 2024

S.O. 356.—Whereas it appears to Government that it is necessary in the public interest that for transportation of Natural Gas through **Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline** Section of **Nagpur-Jabalpur** in the state of **Maharashtra**, a pipeline should be laid by M/s. GAIL (India) Limited.

And whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act 1962 (50 of 1962), Government of India hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule, may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority Land Acquisition, (M.N.J.P.L. Project) GAIL (India) Limited, 100, Rana House, 2nd Floor, East High Court Road, Ramdaspath, Nagpur 440010.

SCHEDULE

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section - Nagpur - Jabalpur						
State : Maharashtra						
District	Taluka	Village	Survey No.	Area		
				Hect.	Are	Sq. mtr.
1	2	3	4	5		
Nagpur	Hingna	Panjari	195	00	37	41
			196	00	14	84

	Cart Track	00	07	30
	191/1	00	04	16
	190	00	07	48
	189	00	23	68
	NALA	00	04	97

[F No. L-14014/34/2023-GP-II (E-48282)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 14 फरवरी, 2024

का.आ. 357.—केंद्र सरकार तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उप-धारा (3) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सुश्री पल्लवी जैन गोवि महानिदेशक, हाइड्रोकार्बन महानिदेशालय (डीजीएच) और श्री अलोक शर्मा, निदेशक (अनु.एवं वि.), इंडियन ऑयल कॉर्पोरेशन लिमिटेड (आईओसीएल) को दिनांक 13.02.2024 से 12.02.2026 तक या अगले आदेशों तक, जो भी पहले हो, तेल उद्योग विकास बोर्ड के सदस्य के रूप में एतद्वारा नियुक्त करती है।

[फा. सं. जी-38011/41/2016-वित्त.I/ओएनजी-I]

अमित बंसल, उप सचिव

New Delhi, the, 14th February, 2024

S.O. 357.—In exercise of the Powers conferred by Sub-Section (3)(b) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints Ms. Pallavi Jain Govil, Director General, Directorate General of Hydrocarbons (DGH) and Shri Alok Sharma, Director (R&D), Indian Oil Corporation Limited (IOCL) as a Member of the Oil Industry Development Board w.e.f. 13.02.2024 to 12.02.2026 or until further orders, whichever is earlier.

[F. No. G-38011/41/2016-F.I/ONG.I]

AMIT BANSAL, Dy. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 2 फरवरी, 2024

का.आ. 358.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और गुरमित कौर, कामगार, के बीच अनुबंध में निर्दिष्ट आद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगड के पंचाट (संदर्भ संख्या 116/2016) प्रकाशित करती है

[फा. सं. एल -12025/01/2024- आई आर (बी-I)-60]

सलोनी, उप निदेशक

MINISTRY OF LABOUR

New Delhi, the, 2nd February, 2024

S.O. 358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 116/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Gurmit Kaur.Worker.

[F No. L-12025/01/2024- IR(B-I)-60]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.**Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No.116/2016

Registered On:-11/11/2016

Gurmit Kaur W/o Dhian Singh R/o V.P.O. Passiana Tehsil & Distt. Patiala. C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

Award**Passed On:-19.12.2023**

1. The workman Smt. Gurmit Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 14 फरवरी, 2024

का.आ. 359.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, उष्णकटिबंधीय वन अनुसंधान संस्थान, पी.ओ.आर.एफ.आर.सी., मंडला रोड, जबलपुर- (मध्य प्रदेश); मेसर्स आर्यन सिक्योरिटी सर्विस, कोलार रोड, भोपाल- (मध्य प्रदेश), के प्रबंधन के संबंधित नियोजकों और श्री सुरेंद्र विश्वकर्मा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/76/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.02.2024 को प्राप्त हुआ था।

[फा. सं. एल- 42025-07-2024-29- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the, 14th February, 2024

S.O. 359.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/76/2021) of the **Central Government Industrial Tribunal cum Labour-Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Tropical Forest Research Institute, P.O.R.F.R.C., Mandla Road, Jabalpur- (Madhya Pradesh); M/s Aryan Security Service, Kolar Road, Bhopal- (Madhya Pradesh), and Shri Surendra Vishwakarma, Worker**, which was received along with soft copy of the award by the Central Government on 07.02.2024.

[F No. L- 42025-07-2024-29- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/76/2021

Present: P. K. Srivastava

H.J.S..(Retd)

Shri Surendra Vishwakarma,

R/o. Village – Silua,

Jabalpur (Madhya Pradesh) – 482 021.

Workman

Versus

The Director,

Tropical Forest Research Institute.

PO – R.F.R.C., Mandla Road,

Jabalpur (Madhya Pradesh)- 482 021.

M/s.Aryan Security Service,

Rep. by Smt. Manorma Singh, Proprietor,

SO-02, 2nd Floor, Windsor Plaza, Plot No.-47,

Sector-A, Banjari Housing Co-op-society,

In front of Bank of Baroda, Kolar Road,

Bhopal (Madhya Pradesh)- 462 042.

Management

AWARD

(Passed on this 03rd day of January-2024)

As per letter dated 29/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(4-5)/2021 –IR dt. 29/10/2021. The dispute under reference related to:-

"Whether the action of the management of T.F.R.I., Jabalpur of terminating the services of Shri Surendra Vishwakarma, who was engaged through M/s.Aryan Security Service, is legal and justified? If not, what relief Shri Surendra Vishwakarma is entitled to?"

After registering the case on reference received, Notices were sent to the parties and were duly served on them. In Spite of service of notices, the workman was never appeared nor did he file any statement of claim, management also did not file any written statement of defense. Although management was present several time.

Since None of the parties filed any pleading nor did file any evidence, holding the claim of workman not proved the reference deserves to be answered against workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2024

का.आ. 360.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, उष्णकटिबंधीय वन अनुसंधान संस्थान, पी.ओ.आर.एफ.आर.सी., मंडला रोड, जबलपुर- (मध्य प्रदेश); मेसर्स आर्यन सिक्योरिटी सर्विस, कोलार रोड, भोपाल- (मध्य प्रदेश), के प्रबंधन के संबंध में नियोजकों और श्री कुंजी लाल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/75/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07.02.2024 को प्राप्त हुआ था।

[सं. एल-42025/07/2024-28-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the, 14th February, 2024

S.O. 360.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/75/2021) of the Central Government Industrial Tribunal cum Labour–Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, Tropical Forest Research Institute, P.O.R.F.R.C., Mandla Road, Jabalpur- (Madhya

Pradesh); M/s Aryan Security Service, Kolar Road, Bhopal- (Madhya Pradesh), and Shri Kunji Lal, Worker, which was received along with soft copy of the award by the Central Government on 07.02.2024.

[No. L-42025/07/2024-28 IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/75/2021

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Kunji Lal,
R/o.Gauraiya Ghat, Gaur,
Jabalpur (Madhya Pradesh)-482 021.**

Workman

Versus

**The Director,
Tropical Forest Research Institute.
POR.F.R.C., Mandla Road,
Jabalpur (Madhya Pradesh)-482 021.
M/s.Aryan Security Service,
Rep. by Smt. Manorma Singh, Proprietor,
SO-02, 2nd Floor, Windsor Plaza, Plot No.-47,
Sector-A, Banjari Housing Co-op-society,
In front of Bank of Baroda, Kolar Road,
Bhopal (Madhya Pradesh)-462 042.**

Management

AWARD

(Passed on this 03Th day of January-2024.)

As per letter dated 29/10/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(4-4)/2021-IR dt. 29/10/2021. The dispute under reference related to :-

"Whether the action of the management of T.F.R.I., Jabalpur of terminating the services of Shri Kunji Lal, who was engaged through M/s.Aryan Security Service, is legal and justified? If not, what relief Shri Kunji Lal is entitled to?"

After registering the case on reference received, Notices were sent to the parties and were duly served on them. In Spite of service of notices, the workman was never appeared nor did he file any statement of claim, management also did not file any written statement of defense. Although management was present several time.

Since None of the parties filed any pleading nor did file any evidence, holding the claim of workman not proved the reference deserves to be answered against workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2024

का.आ. 361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जम्मू और कश्मीर बैंक लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **चंडीगढ़-I** के पंचाट (संदर्भ संख्या 84/2019) को प्रकाशित करती है।

[सं.एल-12012/33/2019-आई. आर. (बी-1)]

सलोनी, उप निदेशक

New Delhi, the, 14th February, 2024

S.O. 361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 84/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Jammu and Kashmir Bank Limited and their workmen.

[No. L-12012/33/2019-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.**

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No.84/2019

Registered On:-13.01.2020

Shri Balbir Krishan S/o Shri Pishori Lal, House No.108, Sector-1, Sharika Vihar, Lower Roop Nagar-180013.

.....Workmen

Versus

The Chairman, Jammu and Kashmir Bank Limited, Corporate Head Quarters, M.A. Road, Srinagar(J&K)-190008.

.....Management

AWARD

Passed on:-15.09.2023

Central Government vide Notification No. L-12012/33/2019-IR(B-I) Dated 30.12.2019, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of The Chairman, Jammu and Kashmir Bank Limited, Corporate Headquarters, M.A. Road, Srinagar(J&K) in not regularizing the services of workman w.e.f. the date of their joining (As per annexure enclosed) is just, fair and legal? If not to what relief the workman is entitled to and from which date?”

1. During the pendency of the proceedings before this Tribunal on 15.09.2023, the case is fixed for filing claim statement by the workman. One of the workmen Sh. Balbir Krishan S/o Sh. Pishori Lal, R/o H.No.108, Sector 1, Sharika Vihar, Near Airtel Tower, Lower Roop Nagar, Jammu Tawi, Jammu and Kashmir-180013 has filed an application for withdrawal of the case and he has also made a statement for withdrawal of the case which is recorded separately. Hence, there is no need to proceed with the matter further.

2. In view of the application moved by Sh. Balbir Krishan, one of workmen, the present reference made by the Ministry is dismissed as withdrawn. The application moved by Sh. Balbir Krishan, one of workmen as well as the statement made by him before the Tribunal shall remain the integral part of the Award.

3. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2024

का.आ. 362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय नंबर 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 112/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/02/2024 को प्राप्त हुआ था।

[सं. एल-22011/32/2010-आई. आर.(सीएम-II)]

मणिकंदन, उप निदेशक

New Delhi, the, 14th February, 2024

S.O. 362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No.112/2011**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 2, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen, received by the Central Government on **12/02/2024**.

[No. L-22011/32/2010-IR(CM-II)]

MANIKANDAN N., Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Mr. Kamal Kant, Presiding Officer.

ID No.112/2011

Registered on:-21.02.2011

Sh. Som Nath, S/o Sh. Pangu Ram, R/o Chowki Chowra, Tehsil Akhnoor, District Jammu.

.....Workman

Versus

1. Food Corporation of India through its Senior Regional Manager, Regional Office, Jammu.
2. Food Corporation of India, through its Regional Manager, Regional Office, Jammu.

.....Respondents/Managements

AWARD

Passed on:-15.11.2023

Central Government vide Notification No.L-22011/32/2010-IR(CM-II), Dated 27.01.2011, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Food Corporation of India in terminating the services of Shri Om Prakash S/o Sh. Ram Saran R/o Ward No.9, House No.36, Bishnah, Distt. Jammu(J&K) w.e.f. 01.10.2002 is legal and justified? To what relief the workman is entitled to and from which date?

1. The brief facts relevant for deciding this claim petition as per the claim of workman are that the workman was appointed as Security Guard in the year 1996 initially on contractual basis in the Food Corporation of India at its Regional and District Office, Jammu. The workman continued without any break till his termination in the month of September 2002 by the respondents illegally and wrongfully. In terms of the 2001(7) SCC pg 1, the workman is required to be regularized as the contract governing the service of the workman was found to be in genuine. The workman is well within its rights to seek absorption in the corporation in view of the fact that even after coming to know about the contractor not holding a valid license, the corporation continued with the services of the workman till his illegal termination in the year 2002. The mandatory provisions of labour laws which the respondent-corporation was under an obligation to observe have not been complied with. The services of the workman have been terminated on the pretext of his being the contract labour whereas the corporation had been paying salary directly in favour of the workman which is evident from the cheques issued by the corporation in favour of the workman on account of the salary payable to the workman. The workman was working for the respondent-management directly under its supervision and control which is evident from the fact that the management was directly making payment to the workman and was also operating and maintaining an attendance register for this purpose. The respondent-management have acted illegally on their self-contrived ideas in treating the workman as a contractual employee. The respondent-management was under a statutory obligation to put the workman herein to a prior notice and afford them with a reasonable opportunity of being heard before passing any harsh order against the workman. It is therefore most respectfully prayed that the order dated 27.09.2002 passed by the respondent-management in terminating the services of the workman without adopting due course of law be quashed.

2. The management has filed written statement, alleging therein that the workman was not appointed by the respondent-management as alleged by him but the fact is that the workman came to be engaged through H. Rehman Security Service of India a contractor for his service as security guard in Food Corporation of India and his status remained as a contractual labourer employed by the contractor and not by respondents in any case. The amount of Rs. 1500/- is the amount to be paid to the workman by the contractor and not by Food Corporation of India in terms of the written contract entered into between the contractor and the Food Corporation of India and this payment made to the

workman was not the salary paid to the workman by the respondent-management. If there is some sort of violation of the licensing provisions it does not confer any right upon the workman to claim himself as an employee of the respondents. The workman was the employee of the contractor from whom respondents hired his services in FCI and he was never appointed in any capacity by the respondents. There was no relationship of employee and employer between the workman and respondent-management at any time so question of his claim as alleged in this petition does not arise at all and relief as prayed for or of like nature or otherwise cannot be granted to the workman by this Hon'ble Court. It is therefore, prayed that petition of the workman may kindly be dismissed with costs.

3. On 15.11.2023 the case was fixed for evidence of management. Learned counsel for management has submitted that no evidence of management is required as the workman has not lead any evidence and the opportunity of the workman for evidence was closed by the Predecessor of this Tribunal on 09.03.2020. On perusal of the file, it is found that the submissions made by the learned counsel for management are true. Today also none has to come to prosecute the case on behalf of the workman which shows that the workman is not interested in adjudication of the matter on merit.

4. Since the workman has neither put his appearance for long nor he has filed any evidence to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 फरवरी, 2024

का.आ. 363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय नंबर 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 115/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/02/2024 को प्राप्त हुआ था।

[फा. एल-22011/33/2010-आई. आर.(सीएम-II)]

मणिकंदन, उप निदेशक

New Delhi, the, 14th February, 2024

S.O. 363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.115/2011) of the **Central Government Industrial Tribunal-cum-Labour Court NO 2, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen, received by the Central Government on **12/02/2024**

[No. L-22011/33/2010-IR(CM-II)]

MANIKANDAN N., Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Mr. Kamal Kant, Presiding Officer.

ID No. 115/2011

Registered on:-21.02.2011

Sh. Sat Pal, S/o Sh. Manga Ram, R/o Dablehar, Tehsil R.S. Pura, District Jammu.

.....Workman

Versus

1. Food Corporation of India through its Senior Regional Manager, Regional Office, Jammu.
2. Regional Manager, Food Corporation of India, Regional Office, Jammu.

.....Respondents/Managements

AWARD

Passed on:-15.11.2023

Central Government vide Notification No.L-22011/33/2010-IR(CM-II), Dated 27.01.2011, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Food Corporation of India in terminating the services of Shri Sat Pal S/o Sh. Manga Ram R/o Dablehar, Tehsil R.S. Pura, Distt. Jammu(J&K) w.e.f. 01.10.2002 is legal and justified? To what relief the workman is entitled to and from which date?”

1. The brief facts relevant for deciding this claim petition as per the claim of workman are that the workman was appointed as Security Guard in the year 1996 initially on contractual basis in the Food Corporation of India at District Office and Godown at Nagrota, State of J&K. The workman continued without any break till his termination in the month of September 2002 by the respondents illegally and wrongfully. In terms of the 2001(7) SCC pg 1, the workman is required to be regularized as the contract governing the service of the workman was found to be in genuine. The workman is well within its rights to seek absorption in the corporation in view of the fact that even after coming to know about the contractor not holding a valid license, the corporation continued with the services of the workman till his illegal termination in the year 2002. The mandatory provisions of labour laws which the respondent-corporation was under an obligation to observe have not been complied with. The services of the workman have been terminated on the pretext of his being the contract labour whereas the corporation had been paying salary directly in favour of the workman which is evident from the cheques issued by the corporation in favour of the workman on account of the salary payable to the workman. The workman was working for the respondent-management directly under its supervision and control which is evident from the fact that the management was directly making payment to the workman and was also operating and maintaining an attendance register for this purpose. The respondent-management have acted illegally on their self-contrived ideas in treating the workman as a contractual employee. The respondent-management was under a statutory obligation to put the workman herein to a prior notice and afford them with a reasonable opportunity of being heard before passing any harsh order against the workman. It is therefore most respectfully prayed that the order dated 27.09.2002 passed by the respondent-management in terminating the services of the workman without adopting due course of law be quashed.

2. The management has filed written statement, alleging therein that the workman was not appointed by the respondent-management as alleged by him but the fact is that the workman came to be engaged through H. Rehman Security Service of India a contractor for his service as security guard in Food Corporation of India and his status remained as a contractual labourer employed by the contractor and not by respondents in any case. The amount of Rs. 1500/- is the amount to be paid to the workman by the contractor and not by Food Corporation of India in terms of the written contract entered into between the contractor and the Food Corporation of India and this payment made to the workman was not the salary paid to the workman by the respondent-management. If there is some sort of violation of the licensing provisions it does not confer any right upon the workman to claim himself as an employee of the respondents. The workman was the employee of the contractor from whom respondents hired his services in FCI and he was never appointed in any capacity by the respondents. There was no relationship of employee and employer between the workman and respondent-management at any time so question of his claim as alleged in this petition does not arise at all and relief as prayed for or of like nature or otherwise cannot be granted to the workman by this Hon'ble Court. It is therefore, prayed that petition of the workman may kindly be dismissed with costs.

3. On 15.11.2023 the case was fixed for evidence of management. Learned counsel for management has submitted that no evidence of management is required as the workman has not lead any evidence and the opportunity of the workman for evidence was closed by the Predecessor of this Tribunal on 09.03.2020. On perusal of the file, it is found that the submissions made by the learned counsel for management are true. Today also none has to come to prosecute the case on behalf of the workman which shows that the workman is not interested in adjudication of the matter on merit.

4. Since the workman has neither put his appearance for long nor he has filed any evidence to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 फरवरी, 2024

का.आ. 364.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नंबर 2, चंडीगढ़ के पंचात (संदर्भ संख्या 111/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/02/2024 को प्राप्त हुआ था।

[सं. एल-22011/28/2010-आई. आर.(सीएम-II)]

मणिकंदन, उप निदेशक

New Delhi, the, 14th February, 2024

S.O. 364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No.111/2011**) of **the Central Government Industrial Tribunal-cum-Labour Court NO 2, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen, received by the Central Government on **12/02/2024**.

[No. L-22011/28/2010-IR(CM-II)]

MANIKANDAN N., Dy. Director

**ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-
II, CHANDIGARH.**

Present: Mr. Kamal Kant, Presiding Officer.

ID No.111/2011

Registered on:-21.02.2011

Sh. Govind Ram, S/o Sh. Chettu Ram, R/o Kotli Chatakan, P.O. Bishanh, Tehsil & District Jammu.

.....Workman

Versus

1. Food Corporation of India through its Senior Regional Manager, Regional Office, Jammu.
2. Regional Manager, Food Corporation of India, Regional Office, Jammu.

.....Respondents/Managements

AWARD

Passed on:-15.11.2023

Central Government vide Notification No.L-22011/28/2010-IR(CM-II), Dated 27.01.2011, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Food Corporation of India in terminating the services of Shri Govind Ram S/o Shri Chettu Ram R/o Kotli Chowk, Tehsil & Distt. Jammu (J&K) w.e.f. 01.10.2002 is legal and justified? To what relief the workman is entitled to and from which date?

1. The brief facts relevant for deciding this claim petition as per the claim of workman are that the workman was appointed as Security Guard in the year 1996 initially on contractual basis in the Food Corporation of India at District Office and Godown at Nagrota, State of J & K. The workman continued without any break till his termination in the month of September 2002 by the respondents illegally and wrongfully. In terms of the 2001(7) SCC pg 1, the workman is required to be regularized as the contract governing the service of the workman was found to be in genuine. The workman is well within its rights to seek absorption in the corporation in view of the fact that even after coming to know about the contractor not holding a valid license, the corporation continued with the services of the workman till his illegal termination in the year 2002. The mandatory provisions of labour laws which the respondent-corporation was under an obligation to observe have not been complied with. The services of the workman have been terminated on the pretext of his being the contract labour whereas the corporation had been paying salary directly in favour of the workman which is evident from the cheques issued by the corporation in favour of the workman on account of the salary payable to the workman. The workman was working for the respondent-management directly under its supervision and control which is evident from the fact that the management was directly making payment to the workman and was also operating and maintaining an attendance register for this purpose. The respondent-management have acted illegally on their self-contrived ideas in treating the workman as a contractual employee. The respondent-management was under a statutory obligation to put the workman herein to a prior notice and afford them with a reasonable opportunity of being heard before passing any harsh order against the workman. It is therefore most respectfully prayed that the order dated 27.09.2002 passed by the respondent-management in terminating the services of the workman without adopting due course of law be quashed.

2. The management has filed written statement, alleging therein that the workman was not appointed by the respondent-management as alleged by him but the fact is that the workman came to be engaged through H. Rehman Security Service of India a contractor for his service as security guard in Food Corporation of India and his status remained as a contractual labourer employed by the contractor and not by respondents in any case. The amount of Rs. 1500/- is the amount to be paid to the workman by the contractor and not by Food Corporation of India in terms of the

written contract entered into between the contractor and the Food Corporation of India and this payment made to the workman was not the salary paid to the workman by the respondent-management. If there is some sort of violation of the licensing provisions it does not confer any right upon the workman to claim himself as an employee of the respondents. The workman was the employee of the contractor from whom respondents hired his services in FCI and he was never appointed in any capacity by the respondents. There was no relationship of employee and employer between the workman and respondent-management at any time so question of his claim as alleged in this petition does not arise at all and relief as prayed for or of like nature or otherwise cannot be granted to the workman by this Hon'ble Court. It is therefore, prayed that petition of the workman may kindly be dismissed with costs.

3. On 15.11.2023 the case was fixed for evidence of management. Learned counsel for management has submitted that no evidence of management is required as the workman has not lead any evidence and the opportunity of the workman for evidence was closed by the Predecessor of this Tribunal on 09.03.2020. On perusal of the file, it is found that the submissions made by the learned counsel for management are true. Today also none has to come to prosecute the case on behalf of the workman which shows that the workman is not interested in adjudication of the matter on merit.

4. Since the workman has neither put his appearance for long nor he has filed any evidence to prove his cause against the respondents/managements, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 फरवरी, 2024

का.आ. 365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय नं० 2, धनबाद** के पंचाट (**संदर्भ संख्या 246/1999**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **02/06/2023** को प्राप्त हुआ था।

[सं. एल-20012/48/99-आई. आर.(सीएम-1)]

मणिकंदन, उप निदेशक

New Delhi, the, 14th February, 2024

S.O. 365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 246/1999**) of **the Central Government Industrial Tribunal-cum-Labour Court NO. 2, Dhanbad** as shown in the Annexure, in the industrial dispute between the Management of **B.C.C.L.** and their workmen, received by the Central Government on **12/02/2024**.

[No. L-20012/48/99-IR(CM-I)]

MANIKANDAN N., Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.

PRESENT

D.S.K.Thakur

Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D.Act., 1947

REFERENCE NO.246 OF 1999.

PARTIES:

: The Secretary,
Bihar Colliery Kamgar Union,,
At :Hirapur ,Dhanbad
Vs.
The General Manager,
Govindpur Area No. III of M/s BCCL,

PO:Sonardih Distt: Dhanbad ,

Order No.L-20012/48/99-IR (C-I) dt. 04.06.1999

APPEARANCES

On behalf of the workman /Union : Mr.D.Mukherjee , Ld. Advocate
On behalf of the Management : Mr. D.K.Verma, Ld. Advocate

State	Jharkhand	Industry	Coal
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: Dated 3rd October,2023

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-20012/48/99-IR (C-I) dt. 04.06.1999.

SCHEDULE

“Whether the action of the Management of M/s BCCL in dismissing the services of Shri Bishunpat Singh with effect from 20.04.98 was legal and justified? If not, what relief the concerned workman is entitled to ?”

2. The Government of India of Ministry of Labour & Employment has referred the present dispute existing between employer,i.e the Management of Govindpur Area No. III of M/s BCCL and its workman/claimant herein, under clause (d) of Sub Sec. (1) and Sub Sec. (2A) of Sec. 10 of the Industrial Dispute Act 1947 vide letter No. L-20012/49/99-IR(C-I) dt.04.06.1999 to this Tribunal for adjudication on the terms of Reference mentioned herein above.

3. (i) The sponsoring Union namely Bihar Colliery Kamgar Union, Dhanbad filed written statement stating that the workman- Bishunpat Singh had been working as a permanent S.B. Attendant at Dharmabandh Colliery with unblemished service track record .The workman being a forefront member of the Union was very active for the cause of the other co-workers . The OP/Management was very biased and on the lookout to victimize him so as to other follow it as as deterrent .Previously also the OP/Management by implicating in a false case dismissed the workman from service. Upon challenging to it the Management reinstated him with consequential benefits. .Ironically the workman concerned was again implicated falsely in a criminal offence and was put in detention in jail custody from 18.05.93 to 27.07.94.

(ii) Upon released from detention of jail custody the workman immediately reported for duty on 01.09.94 but OP/ Management did not allow him to resume duty. Here again it is pertinent to mention that the nearby sources of the workman informed the Management of his whereabouts to the Management narrating his helplessness to inform individually as reason behind his alleged absence, with prayer to sanction him leave till he is released from jail. OP/Management came out with a charge sheet on the ground of alleged absentism .The workman replied the said charge sheet but the OP/Management went ahead to constitute domestic enquiry and on completing due procedures he was dismissed and workman's appeal was also turned down by the Appellate Authority . Under the said circumstances the workman referred the matter before the Asstt. Labour Commissioner, Dhanbad But despite sincere efforts to settle the dispute the same ended in failure and birth of this Reference.

(iii) Further it has been alleged that the OP/management has acted in highly illegal, unjustified and arbitrary manner to dismiss him from service for non-observance of any of the provisions as laid down in the Industrial Law and in accordance with the Certified Standing Orders of the OP/Management seeking to answer the reference in favour of the workman by reinstating him with full back wages and other consequential benefits.

4. On the other hand raising maintainability of the matter either in law or on facts the OP/Management contended that the workman started absenting from his duty since 18.06.1993 without permission and information from the Management. The said act of the workman constituted a misconduct and accordingly the Management issued a charge sheet to the workman on 22.12.1994 to which the workman submitted reply .The reply not being found satisfactory the Management decided to hold a domestic enquiry by appointing an Enquiry Officer to go to the bottom of the fact of all the issues. The workman participated in the said enquiry along with his co-workers. The charges levelled against the workman has been fully established in course of enquiry .Thereafter the Disciplinary Authority issued a Second charge sheet providing thereof a spare copy on enquiry report to him.Finally on 20.0.98 the Disciplinary Authority dismissed the workman .So the dismissal of the workman concerned is legal and justified as the enquiry conducted against him was absolutely fair and proper.

5. The workman concerned examined himself as WW-I and proved the documents relied by him as Ext.W-5 in course of hearing. On the other hand the O.P./Management examined one witness namely Shri V.N.Prasad as O.P. MW-I and proved the documents as M-1 to M-9 in a series to said enquiry. The issue with regard to dismissal of the workman Bishnu Pat Singh by the Management the Tribunal has gone through the materials on record including the pleadings of the parties and the Exhibited documents itself.

6. Ld. Lawyer appearing for the OP/Management has tried to justify the action against the workman and dealt with the issue of the misconduct it constitutes a serious misconduct for being absent from 18.06.93. Further there is no infirmity in holding the domestic enquiry which was already declared fair and proper by the Tribunal vide order dt 28.09.2011.

7. Ld. Advocate appearing for the OP/Management takes the issue while arguing final argument that the person in jail custody and acquittal thereof by Addl. Sessions Judge was Sri Balram Singh and not Sri Vishnu Pat Singh. As such the claim and statement of the workman that he was in jail during his absence for which he has dismissed is not true. His this claim is not corroborated with any evidence. The workman side did not confront on the issue and was not able to justify. The workman during adducing evidence produced the Acquittal Order issued by the 6th Addl. Sessions Judge, Dhanbad absolving him of the charges leveled against him in C.R. Case No. 2752 of 1980 on 06.09.83 U/S 3/3 of the Explosive Sub. Act. has not brought this fact before the concerned Court that he is known as Sri Vishnu Pat Singh in his official record.

Here the case that the person in jail custody and acquitted thereof by Addl. Sessions Judge was Sri Balram Singh and not Sri Vishnu Pat Singh. As such the claim and statement of the workman that he was in jail during his absence for which he has dismissed is not true. His claim is not corroborated with any evidence.

8. The workman has not been able to produce in support of his point that BALARAM SINGH and BISHNUPAT SINGH is the same person since in the official record workman's name had been all along as BISHNUPAT SINGH. So Workman's narrative stating that Balram Singh and Bishnupat Singh is the same person does not appear authentic in itself until and unless it is corroborated with authentic documents and matching with that of official record of the OP/Management under whom workman had been in employment. It does not make any sense that workman random's statement that Balram Singh and Bishnu Pat Singh should be known with one and same person also without following prior due procedure and matching available record to justify claim.

9. In view of above factual situation as emerged and materials on record and keeping in mind the decision of the Addl. Distt. & Session Judge of absolving the person namely of Sri Balram Singh of the charges and not the person named as Sri Bishnu Pat Singh the workman's claim has left a great deal of suspicion and did not stand with legal force to be acceptable. So all the exercise put in by the workman has turned of no consequence as the claim appears of dubious nature and does not stand to prove the point of holding dual names on the issue of sensitive matter and so is devoid of merit.

10. Therefore, the action of the O.P./Management in dismissing the workman from service is hereby found legal and justified. The workman is not entitled to any relief whatsoever. Thus, all the issues in the instant proceedings were answered in the aforesaid terms. The aforesaid shall constitute the Award and shall stand disposed of, on contest as "No Relief".

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 14 फरवरी, 2024

का.आ. 366.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण—सह—श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 22/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/02/2024 को प्राप्त हुआ था।

[सं. एल-22012/405/2004.आई.आर- (सी.एम-II)]

मणिकंदन एन, उप निदेशक

New Delhi, the, 14th February, 2024

S.O. 366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2006) of the Central Government Industrial Tribunal-cum-Labour Court, HYDERABAD as shown in the Annexure, in the industrial dispute between the Management of S.C.C.L. and their workmen, received by the Central Government on 12/02/2024.

[No L-22012/405/2004 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: **Sri IRFAN QAMAR**
Presiding Officer

Dated the 17th day of May, 2023

INDUSTRIAL DISPUTE No. 22/2006

Between:

The Central Vice President (Sri B. Gangaram),
Singareni Collieries Workers Union (AITUC),
12-10-196, Sithafalmandi,
Secunderabad.

..... Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Division,
Sreerampur,
Andhra Pradesh – 504303.

.... Respondent

Appearances:

For the Petitioner : M/s. A. sarojana & K. Vasudeva Reddy, Advocates

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/405/2004-IR(CM-II) dated 3.2.2006 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Singareni Collieries Company Limited, Secunderabad in reducing the two annual increments in respect of Shri V. Koteswar, Head Overman, S/Sh Lingam Odelu and Sriram, Mining Sardars was legal and justified? If not, to what relief they are entitled?”

The reference is numbered in this Tribunal as I.D. No. 22/2006 and notices were issued to the parties concerned.

2. The averments made by the Petitioner in the claim statement are as follows:

The Petitioner in his claim statement has submitted that due to the reasons mentioned in the claim statement the action of Disciplinary Authority in reducing two annual increments from the wages of three mining staff personnel i.e., Shri V. Koteswar, Head Overman, S/Sh Lingam Odelu and Sriram, Mining Sardars should be cancelled and the deducted wages be paid back. It is also submitted that the legal aspects mentioned in the first part are quite enough to cancel the disciplinary action and secondly the irregularity committed by mining officials due to bogus enquiry and no fault in three mining persons was proved. Hence, on this basis also the disciplinary action of two increments be treated as cancelled and deducted amount so far be paid to the above three personnel of mining staff.

3. It is submitted by the Petitioner in the claim statement that in the light of the case law of Baldev Singh Vs. Secretary 1969 SLR 23 Allahabad High Court, "A person who should act as an enquiry officer should be appointed by an authority, who is competent to take disciplinary action against the workman Concerned ." Hence it is clear that General Manager, Sreerampur area who is not competent authority to appoint the enquiry officer and the presenting officer, since he is not the appointing authority or disciplinary authority for the Mining Sardar and Overmen in this dispute. Further it is submitted that Mining Sardars and Overmen are qualified persons under the provisions of coal mines regulations 1957 and having valid certificates to perform their statutory jobs. Hence the General Manager, Sreerampur is not competent authority for the 3 personnel of mining staff in the dispute and the Director (PAW) Kothagudem is only competent authority for these mining staff in this dispute. It is further submitted that Director (PAW), Kothagudem is only competent for appointment of mining staff personnel in this dispute and competent to

take disciplinary action for them. Thus, the general Manager, Sreerampur is not competent to appoint the enquiry officer and the presenting officer, thus the domestic enquiry conducted against the Petitioners is illegal and unjustified. Further it is submitted that the Safety officer who is the main culprit for the fatal accident occurred on 17.8.2002 in 3rd shift, has been appointed as the presenting officer who has acted as a prosecutor. He has acted like a dictator and refused to give any answer to the questions put by the charge sheeted workmen Sri. V. Kóteshwar Head Overman and 2 others. The enquiry officer kept quiet during the whole enquiry whet the presenting officer was bluntly refusing to give replies to the questions put by Sri. V. Kóteshwar and others and stated that it is irrelevant and thus the enquiry officer not only fully supported the presenting officer through out the enquiry and also acted as puppet of Presenting Officer. Further, the Enquiry Officer failed to give full and fair opportunity to the charge sheeted employees and thus the enquiry officer has violated the principles of natural justice and domestic enquiry is invalid and unjustified.

4. Further it is submitted that on the night of 17.8.2002 Sri. V. Koteswar, HOM was in night shift but he was detained on the surface for distribution of work among the coal fillers and other workers, since there were no working places. On 17.8.2002 in II shift Mining sardar Sri Lingam Odelu took charge on surface, from II shift Mining sardar Sri Sree Ram and due to late distribution of work Sri Lingam Odelu, Mining sardar was in underground at 11.45 night and the fillers also went undergrounds at the same time and the fatal accident occurred at 1.15 a.m. in 2 seam depillaring area. After doing late distribution of work Sri V. Koteswar, HOM went underground at 1.30 A.M. i.e., immediately after the fatal accident occurred. Sri Lingam Odelu, Mining sardar stated in the domestic enquiry that due to late distribution of work, the fillers reached the working place between 12.30 - 12.45 night and at 1.15 am fatal accident took place. It is state d that on 17.8.2002 in 2nd shift Sri Sree Ram, Mining Sardar and one overman trainee worked in the depillaring area. On Sree Ram Management took action by reducing two increments but on the overman of 2nd shift no action was taken since he was a trainee. As per the coal mines regulations trainee overman should not be posted in the depillaring area. To hide this mistake and illegal action, management did not take any action on trainee overman. The Management took action on Sri Lingam Odelu, Mining Sardar of III shift and also on Sri V. Koteswar, H.O.M., of III shift. It is further submitted that on 17.8.2002, the first and second shift overmen wrote in report book and charge book that dangerous sounds are coming in the roof. Inspite of this, second shift under manager asked Sri V. Koteswar, H.O.M. to continue work in the same work place. 29 ½ south inspite of report of 1st and 2nd shift Overmen that dangerous sounds are coming. This is recorded in the Overmans charge book.

5. It is also submitted that as per Director, Mines Safety Letter No.DIR/H11/345, dated 21.7.02 as per safety rules least delay be made. But in this case it worked for 39 shifts i.e., 13 days inspite of sounds in that depillaring area. In depillaring area exposure shall not be made more than 75 Sq. mtrs. But it was 110 Sq. meters in this area. The pillar should not be reduced or extended within 5 meters but in this case it is reduced from 29 level to 30 level and work carried on under faulty and risky area in 29 ½ level 22 dip to 23 dip. It is submitted that as per the faulty area, instructions of Director General Mines Safety regarding faulty area, the colliery manager, under-manager and safety officer of the mine should inspect and take immediate decision to close the faulty working place. But these officers did not take any action to stop work in the faulty area which lead to fatal accident. It is clear that due to negligent attitude of the 3 mine officers this fatal accident occurred and one coal filler lost his precious life. It is further submitted that as per Coal Mines Regulations, 1957, these 3 mines officers should visit such faulty working places regularly and take immediate action to close the working place. Not only these officers have not done their duty but due to lack of the working places, the workers were sent very late in the night shifts of 17th August 2002 to work in the same area where dangerous sounds were coming and thus these 3 mine officers, Manager, Under Manger, Safety Officer are mainly responsible for this fatal accident. It is submitted that instead of forcing the workers to work in faulty area in night shift, they should have been shown some alternative jobs or they should have been laid off. In this case the disciplinary action was taken against II shift Mining sardar Sri. Sree Ram and II shift mining sardar Sri. Lingam Odelu and Sri. V. Koteswar HOM and their 2 annual increments are reduced. The overman trainee was posted in 2nd shift, since it is illegal to post an overman trainee in depillaring area, hence no action was taken against him, to hush up the illegal action of the mine officers and not because of any mercy on the trainee workman. It is further submitted that the copy of records on which the Management has relied and framed the charge sheets were not supplied to the three charge sheeted workmen. As per case law of Hon'ble Apex Court in Kashinath Dikshath Vs. Union of India and ors, 69 FJR SC page 339, wherein it was held, "the copies of documents or statements relied upon by prosecution should be provided to accused employees. Failure to accede demand of an employee for copies of documents and statements, amounts to failure to give reasonable opportunity to employee to exonerate himself in such circumstances, disciplinary action based on such enquiry is also null and void." Also Hon'ble Delhi high court I in Moti ram Vs. State of Himachal Pradesh (1975 SLR 369), of the opinion that the list of witnesses should be supplied to the charge sheeted employee, otherwise the enquiry cannot be admitted as fair and liable to be set aside. It is submitted that as per the Coal Mines Regulations, 1957, No.41, 41A and 42, the duties of Managers, Safety officers and under managers are given below for ready reference in this case:

A) *In every mine, daily personal supervision shall be exercised by the Manager. In case of below ground he shall visit and examine the workings below ground level at least 4 days in every week to see that safety aspects are ensured.*

B) *The manager, under manager and Asst. manager if any, shall each maintain in a bound pagged book kept for the purpose, a dairy and shall record these in the result of each of his inspection and also the action taken by him to rectify the defects noticed if any.*

C) *As per regulation 41A the safety officer has to visit to surface and underground parts of the mine with a view to meeting the workers on this spot to talk them on matters of safety inviting suggestions thereon and he has to report the manager as a result of his visits to the various parts of the mine, as to whether provisions of mines act, regulations and rules are being complied with the mine. The safety officer shall maintain in bound pagged book, a detailed record of the work performed by him every day.*

D) *The under manager, or assistant manages subject to the orders of the manager, visit and examine the working s under his charge, on every working day.*

E) *In the above paras, only a few details of the duties of managers, under Managers and safety officers have been given. If these 3 mines officers have performed their duties properly and implemented the directions of the Director General Mines Safety, regarding precautions to be taken in the depillaring area, the fatal accident occurred on 17.8.2002, in II shift could have been averted and precious life of Coal filler could have been saved.*

The enquiry officer in his findings submitted that Sri. V. Koteswar did not give any explanation to charge sheet. The detailed reply of Sri V. Koteswar to the General Manager, through the Colliery Manager, MK\$ was submitted but in the enquiry findings it is mentioned that he did not submit any explanation, is quite wrongful and misleading. The copy of his detailed reply in four pages, typed in Telugu is full of details. The copy has been attached by the management along with their views submitted to the ALR (C), Godavarikhani on 27.9.2004. It is submitted that it is clearly understood that to create a wrong impression to the Director PWA regarding Sri V. Koteswar, HOM the enquiry officer wrote such a false thing and the Director PWA believed this wrong report and he also mentioned the same, in his office order and basing on this wrong report of the Enquiry Officer, the Director PWA put his stamp on the disciplinary action against Sri. V. Koteswar, HOM. Moreover, the enquiry officer did not allow Sri. V. Koteswar, HOM to produce his witnesses in the domestic enquiry and abruptly closed the domestic enquiry. It is submitted that on 17.8.2002 from 1st shift Gope sounds, roof movements were there but no body took any safety measures. Since long time, all the mine officers know that from 28 level to 30 level there is fault. On 13th and 16th August, 2002 roof checking's were done but it was kept secret. In such dangerous working place, deliberately work was carried on and during three shifts no under manager was posted there and due to this accident took place. It is further submitted that on 17.8.2002 Sri V. Koteswar, HOM was assigned job of work distribution in night shift. If he was not given the job of work distribution and sent underground earlier, he could have averted the accident by adopting safety measures. Further, if under manager was sent underground earlier, the fatal accident could not have occurred. It is clear that earlier the management came to a decision to save the mine officers and involve the mining staff personnel and punish them only. It is further submitted that the second shift under manager was not present in domestic enquiry also, since he is responsible for negligence. It is submitted that as per regulations the area of working place should not exceed 75 Sq. meters but it has reached 110 Sq. meters inspite of this the mine officers asked to carry on work there only and due to utter negligence of 3 mine officers, fatal accident occurred. It is submitted that for saving the 3 mine officers who have violated all the safety rules as per the Coal Mines Regulations, 1957 and whose criminal negligence is fully responsible for the fatal accident and a bogus domestic enquiry was conducted and on the basis of that enquiry, wrong disciplinary action was taken by reducing 2 annual increments in respect of S/Sri. V. Koteswar H.O.M. and 2 mining sardars 2nd and 3rd shifts Sri Sriram and Lingam Odelu and as such the same should be cancelled and the deducted wages be paid back.

6. Respondent filed counter denying the averments of the Petitioner as under:

Respondent herein has refuted the allegations and averments made by the Petitioners in the claim statement. He has submitted that the Petitioner Union alleging that the Enquiry Officer and Presenting Officer could have been appointed by the disciplinary authority. There is no such condition for appointment of Enquiry Officer and Presenting Officers. It is submitted that Heads of the Mine are competent authority to issue charge sheet and Director (Personnel, Welfare & Administration) is the competent authority to impose penalty. Accordingly, the Respondent Management initiated disciplinary against the proceedings charge sheeted employees. It is submitted that the Respondent Management issued charge sheet under Company's Standing Order Nos.25(5) and 25(16) which reads as follows:

25(5): Neglect of work.

25(16): Any breach of the Mines Act, 1952 or any other act or rules or regulations of bylaws there under.

The Coal Mines Regulations, 1957:

Reg. No.43(1)(a): Subject to the orders of superior officials, he shall have responsible charge and control of such part of the mine and shall carryout such duties, as may be assigned to him by the Manager.

Reg. No.43(1) (e): He shall, to the best of his power, enforce in his district the provisions of the Act, of these regulations and orders made thereunder, and shall, subject to the control of the manager, and the under manager or asst. manager, if any, give such directions as may be necessary to ensure compliance with those provisions and to secure the safety of the district and the safety and proper discipline of the persons employed therein.

Reg. No.43(6): He shall give prompt attention to the removal of any danger observed or reported to him, and shall see that dangerous places are adequately fenced off.

Reg. No. 190 : No person shall negligently or willfully do anything likely to endanger life or limb in the mine, or negligently or willfully omit to do anything necessary for the safety of the mine or persons employed therein.

It is submitted that the charge sheeted employees received charge sheets, but, they did not submit any explanation to the charge sheets. As such, enquiry was ordered by appointing enquiry officer. The charge sheeted employees were given fair opportunity by the Enquiry Officer to defend their case by following the principles of natural justice. It is further submitted that the Enquiry Officer completed the enquiry and submitted his report and as per the findings of the Enquiry Officer, the charges of neglect of work and violation of CMR, 1957 by the said employees were established. It is submitted that though the charges levelled and proved against the charge sheeted employees were grave and serious in nature and the warranted punishment is that of a dismissal from service, but a lenient view was taken and lesser punishment was awarded in accordance with Clause 26 of Company Standing Order to rectify their mistakes and avoid such repetitions in future.

Regulation Nos. 43 and 44 of the Coal Mines Regulation, 1957 are extracted as under:

43. Duties and responsibilities of overman: The overman shall strictly observe the following provisions, namely,

(1) (a) Subject to the orders of superior officials, he shall have responsible charge and control of such part of the mine, and shall carry out such duties, as may be assigned to him by the manager.

(b) He shall, while on duty, carry a workings of tracing of the such district and shall keep the tracing up-to-date.

(c) He shall, in his district, make the inspections and reports required by these regulations.

(d) He shall be responsible to see that the officials subordinate and competent persons in his district carry out their respective duties in a proper manner.

(e) He shall, to the best of his power, enforce in his district the provisions of the Act, of these made regulations and orders thereunder, and shall, subject to the control of the manager and the under manager, assistant manager, if any, give such directions as may be necessary to ensure compliance with those provisions, and to secure the safety of the district and the safety and proper discipline of the persons employed therein.

(2) He shall see that sufficient supplies of timber brattice and other necessities required for the safe working of his district are kept in convenient places therein.

(3) (a) He shall see that every air-crossing, stopping, door, brattice and other ventilation device is maintained in good order.

(b) He shall, in his district, see that the ventilation is effective; and when brattices or air pipes are required to be used for the ventilation of the working places, he shall see that they are kept sufficiently advance to ensure that an adequate amount of air reaches every such working place. (c) He shall have power to send out of the mine any person under his charge infringing or attempting to infringe any provision of the Act or of the regulations or orders made thereunder, or failing to carry out any direction given with regard to safety; and shall report in writing any such infringement or attempted infringement or failure to the manager.

(4)(a) He shall see that all tracks and tramlines are properly laid, graded, ballasted or otherwise packed.

(b) He shall see that the manholes on the haulage roadways are kept safe, clear of any obstruction, and properly white-washed.

(c) He shall see that the stop-blocks, runway switches and other safety devices are fixed and used as required under the regulations, that drag or back-stays are provided and regularly used behind tubs ascending declines and that a sufficient supply of suitable sprags is provided where tubs loaded on a gradient or lowered down a gradient by hand.

(d) He shall, if he finds any of the ropes, chains, signals, brakes, jig wheels and post or other apparatus in use in his district to be in an unsafe condition, stop the use of the same forthwith.

(5) He shall be responsible to see that except for the purpose of inspection, examination and repairs every person other than an official or a haulage attendant travels by the travelling roadway.

(6) He shall give prompt attention to the removal of any danger observed or reported to him, and shall see that dangerous places are adequately fenced off.

(7) He shall, under the direction of the manager, see that wherever approved safety and lamps are used and naked lights excluded whenever danger from apprehended.

(8)(a) He shall devote the whole of his time to his duties and shall visit each working place in his district as often as may be necessary or possible. (b) He shall not, except for district justifiable cause, leave the district in his charge until he had finished the inspections required under these regulations and any other duties that he is required to perform, or until relieved by a duly appointed substitute.

(c) He shall, if the mine is working in a succession continuous of shifts, confer with the official succeeding him and give him such information as may be necessary for the safety of his district and of persons employed therein.

(9) He shall, at the end of his shift, record in a bound book kept for the purpose a general report on the performance of all his duties during the shift, including anything concerning the proper working of the mine and the safety and discipline of persons employed in his district.

44. Duties and responsibilities of Sirdars - The Sirdar or other competent person appointed under regulation 113 shall strictly observe the following provisions, namely

(1)(a) Subject to orders of superior officials, he shall have responsible charge and control of the district of the mine assigned to him by the manager or the under-manager or assistant manager.

(b) He shall take reasonable means to ensure the proper observance of the requirements of the Act and of the regulations, and orders made thereunder by persons under his charge and shall, as soon as practicable, report any contravention thereof to his superior official.

(2)(a) He shall make such inspection and reports as are required by these regulations, and in making such examination, he shall pay particular attention to edges of the goaf, if any, for checking supports and for presence of gas.

(b) Except in the case of a mine working in a continuous succession of shifts, he shall, on completion of the first inspection of the district, proceed to the station appointed under regulation 113 and instruct all persons as to their places of work and as to any special precautions necessary to be observed by them.

(c) If he finds any person in a place other than the one assigned to him, he may order such person out of the mine, and shall forthwith report the matter to his superior official.

(d) He shall ensure that no inexperienced person is employed on any work except under the supervision of an experienced person.

(3)(a) He shall see that the roof and sides of all travelling roadways to, and working places in, his district are made and kept secure.

(b) Where the height of any working place in the district in his charge measures from floor to roof exceeds three metres, he shall see that they are kept at convenient places in the district --

(i) a suitable wooden bunt or pole by which all parts of the roof may be effectively tested by a person standing on the floor. Except in a district to which regulation 144 applies, the bunt shall be shod with iron at one end; and

(ii) a ladder of suitable length.

(c) He shall report to his superior official any deficiency in timber, appliances and other necessities required for the safe working of the district.

(4) Where either of the two ways affording means of egress from the district to the surface is not ordinarily used for travelling, he shall travel, once at least in every seven days, the whole of such way in order to make himself thoroughly acquainted with the same.

(5) He shall see that no timber support is withdrawn except by means of a safety prop withdrawer.

(6)(a) If he observes any dangerous place during the course of his inspections or if any danger at a place where work persons are employed is reported to him, he shall, if the danger cannot be removed forthwith withdraw all persons from such place and shall not leave the place until the danger has been removed in his presence or all approaches to the place have been fenced off so as to prevent persons from inadvertently entering such place.

(b) He shall take care that any dangerous operation is carried out with due precaution, and in such cases shall be present throughout whenever any work of clearing falls of ground and setting of supports therein is being carried out.

(c) He shall cause the entrance to every place which is not in actual use or in course of working or extension, to be fenced across the whole width, so as to prevent persons from inadvertently entering such place.

(d) If he finds any accumulation of inflammable or noxious gases, he shall carry out the provisions of regulations 142 and shall not remove such accumulation until he has received instructions in that behalf from his superior official.

(7) He shall, on receipt of information of an accident to any person in his district, proceed at once to the place of accident, inspect the place and, if required, supervise the rescue operations, and shall report or send notice of the accident to the manager or under manager or assistant manager.

(8)(a) He shall devote the whole of his time to his duties, and shall not leave the mine until the end of the shift or until relieved by a duly appointed substitute.

(b) If the mine is worked by a continuous succession of shifts, he shall, before leaving his district, confer with the sirdar or competent person succeeding him, and shall acquaint him with all matters requiring his personal attention and give him such other information as may be necessary for the safety of his district and of the persons employed therein.

It is submitted that if all the precautions as per Coal Mines Regulation, 1957 have been taken by the charge sheeted employee, the fatal accident could not take place. Hence, the punishment imposed to the charge sheeted employees is lighter than that of dismissal. It is submitted that the charge sheeted employees are supposed to get down at mine immediately after distribution of workmen. But the charge sheeted employees (Sri Koteswar, Head Overman) complete his distribution by 11.30 PM ie., on 17.08.2002 and he went down the mine by 1.30 AM on 18.08.2002. By the time the charge sheeted employee reached the spot, Sri Gunda Rayalingu, Coal Filler received fatal injuries at 01.15 AM on 18.08.2002. The findings of the enquiry conducted by the Safety Officer into the said accident revealed that the charge sheeted employees have failed to discharge their duties resulting into the fatal accident. The functions of Mining Officers are supervisory in nature. In technicality regarding roof and other works in the mine, the charge sheeted employees shall take advice from the Mining Officers since they are overall in charges of the mine. In fact Deputy Director of Mines Safety, Hyderabad Region II, Ministry of Labour, Government of India who is holding statutory authority under the Mines Act 1952 and Coal Mines Regulations, 1957 has inspected and enquiry conducted into the accident from 18.08.2002 to 22.08.2002 and issued notices to responsible charge sheeted employees Sri V.Koteswar and Lingam Odelu, Sr. Mining Sirdar for failure to their ensure that the supports including the supports were goaf edge kept tight against the roof as Regulation required under 109(3)(a) read with Regulation 43(6) of Mines the Coal Regulations, 1957. A copy of the notice Deputy issued from Director of Mines Safety is placed herewith as a material paper. It is submitted that the report of the Enquiry Officer, the charges leveled against them under Company's Standing Orders 25(5) and 25(16) were proved. One set of copies of Enquiry Proceedings and Enquiry Report were supplied to the charge sheeted employees to make representation if any within 7 days of receipt of the same. The charge sheeted employees received the same and submitted their representations which were examined and considered by the Disciplinary Authority and the Disciplinary Authority concurred with the findings of the Enquiry Officer holding them guilty of misconduct under Company Standing Orders 25(5) and 25(16). The charges levelled against them were grave and serious in nature and the punishment warranted was that of dismissal from service. However, the Disciplinary Authority to give an opportunity to the charge sheeted employees to improve themselves and taking a lenient view for that time, it was decided to impose the penalty of stoppage of 2 increments with cumulative effect. Accordingly, two increments have been ordered to be stopped. It is submitted that provisions of the Company Standing Orders, charge sheet was framed, issued to the employees and domestic enquiry was conducted. While conducting enquiry, the Enquiry Officer followed principles of natural justice and fair opportunity was given to the charge sheeted employees to defend their case. As per the findings of the Enquiry Officer, the charges of neglect of work, and violation of Coal Mines Regulation, 1957 by the said employees established beyond doubt. It is further submitted that though charges levelled against them were grave and serious in nature and punishment of dismissal was warranted, a lenient view was taken and lesser punishment was awarded in accordance with Clause 26 of company Standing Order by giving an opportunity to improve themselves.

7. The Petitioner in his claim statement has submitted that due to the reasons mentioned in the claim statement the action of Disciplinary Authority reducing two annual increments from the wages of three mining staff personnel Sri V. Koteswar, HOM, S/Sri Lingam Odelu and Sriram, Mining Sirdars should be cancelled and the deducted wages to be paid back. It is also submitted that the legal aspects mentioned in the first part are quite informed to cancel the disciplinary action and secondly irregularity committed by mine officers and due to bogus enquiry no fault in three mining persons has proved. Hence, on this basis also the disciplinary action of two increments be treated as cancelled and deducted amount so far be paid to the above three personnel of mining staff.

8. Respondent has submitted written submissions. Despite sufficient opportunity provided to the Petitioner he did not adduce any oral or written submissions.

9. Perused the pleadings of both the parties and submissions made by the Respondent.

10. Following points emerge for determination:-

I. Whether the action of the Management of M/s. Singareni Collieries Company Ltd., Secunderabad in reducing two annual increments in respect of Sri V. Koteswar, Head Overman, S/Sh. Lingam Odelu and Sriram, Mining Sardars was legal and justified?

II. Whether domestic enquiry conducted against the Petitioners Sri V. Koteswar, Head Overman, S/Sh. Lingam Odelu and Sriram, Mining Sardars, conducted by Respondent authority is legal and justified?

III. To what relief if any the Petitioners are entitled?

Findings:

11. **Point No.II:** Point No.II pertains to the legality and validity of the domestic enquiry conducted by Respondent against the Sri V. Koteswar, Head Overman, S/Sh. Lingam Odelu and Sriram, Mining Sardars, that is to be decided as a preliminary issue. The perusal of the record goes to reveal that the validity of the domestic enquiry has been held legal and valid by this court vide order dated 1.8.2017. That has not been questioned by the Petitioners before any higher forum. Hence, that has become final.

Thus, Point No.II decided accordingly.

12. **Points No. I & III:-** Although the Petitioner in his claim statement has taken the plea that the safety officer who was also culprit for fatal accident has been appointed as a presenting officer who has acted as a prosecutor, the Management witness and Judge. It is also submitted that the Enquiry Officer did not discharge his duty impartially and Enquiry Officer failed to give full and fair opportunity to the charge sheeted employees. Thus, the Enquiry Officer has violated the principles of natural justice and domestic enquiry is not valid and justified. All the said pleas have been considered, decided by the court vide order dated 1.8.2017 and the domestic enquiry has been held legal and valid. Thus, there is no force in the plea taken by the Petitioners.

13. Further, it is contended by the Petitioners that General manager, Sreerampur area is not competent authority to appoint the enquiry officer and the presenting officer, since he is not the appointing authority or disciplinary authority for the Mining Sardar and Overmen in the present matter. It is also contended that Mining Sardars and Overmen are qualified persons under the provisions of coal mines regulations 1957 and having valid certificates to perform their statutory jobs. The Director (PAW) Kothagudem is only competent authority for these mining staff in this dispute. Thus, only Director (PAW), Kothagudem is only competent authority for appointing mining staff personnel in this dispute and he is also competent to under take disciplinary action for them.

14. On the other hand, Respondent has refuted the allegations and contended that Head of the mines are competent authority to issue the charge sheet and Director (PAW) is the competent authority to impose the punishment. Accordingly, Respondent Management initiated disciplinary proceedings against the charge sheeted employees. The service conditions of the Petitioner are governed by Standing Orders in respect of M/s. Singareni Collieries Company Ltd., as under:

“Para 27.1. Where a workman is charged with a misconduct he shall be informed in writing of the allegations against him by the competent authority and shall be given an opportunity to submit his explanation in writing within a period of not less than three days. On receipt of a workman's explanation when allegations are denied by him, an enquiry shall be held normally by an Officer or officers of the Company appointed by the management. At the enquiry, the workman concerned shall be afforded reasonable opportunity of defending himself. The workman concerned shall be entitled to be represented assisted by a co-worker or office bearer of a trade union of which he is a member if so requested by him.”

Whereas Section 2.3 of the Standing Orders No.25.25 defines competent authority as below:

“2.3 Competent Authority' means an officer specially nominated by the Chairman / Managing Director concerned by an order in writing for the purpose of these Standing Orders. Such orders shall be put on Notice Board and copies sent to the concerned registered trade Unions.”

15. Whereas in the present matter the enquiry has been conducted by Sri M. Siva Rami Reddy, PM, who was nominated by Chairman cum Managing Director as defined under the provisions of para 2.3 of Company's Standing Orders. Thus, in view of para 2.3 and para 27.1 of the Standing Orders, the Enquiry Officer is competent to conduct the enquiry against the delinquent employee. Therefore, plea taken by Petitioner regarding competency of the Enquiry Officer is not acceptable.

16. The Petitioners have been charge sheeted under Company's Standing Orders No.25.1 and 25.16 i.e., Neglect of work and Breach of Mines Act, 1952 and the Coal Mines Regulations, 1957. All the charges held proved during the enquiry against the Petitioners. Admittedly, the Petitioners were present on duty on 17.8.2002, but they committed neglect of their duty in breach of Mines Act, 1952 and Coal Mines Regulations, 1957 and Company's Standing Orders and due to their conduct of neglect of work, fatal accident occurred in which one workman lost his precious life. As far as the question of delinquency of the Petitioner, in discharging duties is concerned, the perusal of the enquiry proceedings goes to reveal that during the enquiry Petitioner Sri V Koteswar examined himself as a defence witness and in cross examination the question was put to him that the accident occurred at what time, how did he got the information, the accused witness replied that, “as per my enquiry, the accident occurred at 1.15 am in third shift, (as per the sirdar's version) I have received the accident information, through one general mazdoor working on bank head.” Further, he was asked the question, “When he received the accident message from the bank head mazdoor

and where he was at that point of time.” Accused witness replied, “while I was proceeding to go to underground nearly bitty room, I have received the message from the general mazdoor. I have received the message that there was a roof fall in RS-3 district.” Further, he was asked that, “At what time he received the message?” whether the message was received before the accident or after the accident?” The witness replied, “The information was about the roof fall. I don’t know the time.” Further he was asked, “As per investigation it was revealed that while you were in O.M Room, the bank head mazdoor came to him as reported to him about the accident.” Accused witness replied, “Information was reached to me when I was on the way to proceed, not while I was in O M room.” Further he was asked as per statement recorded during the investigation he had stated that he left OM Room by 12.55, and reached 2/L junction, while going district, he has received the message that roof occurred at 29 ½ L.” He replied, “On that day the distribution got delayed. I have received the roof fall message through the bank head mazdoor while I was proceeding towards 6A Bank head near Bits room as I told earlier. While proceeding to the district in underground at 21 Endleum I have received clear information of roof fall and accident to the worker. Hence, both my statements are correct.” Then the statement of Petitioners during enquiry in cross examination is contradictory about the fact of leaving O.M. Room timing. It goes to show that he was not present on duty at the time of fatal accident.

17. Further, he was asked the question, that the accident of roof fall occurred at 1.15 am whereas he has received the message at 1.30 am. That means he was on surface till 1.30 am, he replied. Then witness replied, “Yes I admit that I was there on surface at that point of time at about 1.30 am. The reason was that I have distributed the workmen as per the prevailing practice and as per the order of the superiors. Due to non-availability of working in sufficient no. since workers were sent for miscellaneous jobs, another district also started 2 seam south. As per the instruction of the Management I have introduced another machine. Hence, the distribution got delayed.” Further, when he was put the question, “He was not given any instruction or order in writing by any competent authority to distribute whole man power or part of the man power and further when there was a clear change of roof sounds in R/S- 3 panel, you have neither gone down early to the district not bothered to the safety of the persons working in R/S-3 panel, which was under your charge?” he replied, “as per the instructions of my superior officer, and as per the practice in vogue, the distribution was done. Management also aware of the same. For staying on surface or for not going to underground in time, it was due to the delayed distribution. I have already explained in my statement.”

18. Thus, from the above statement of the delinquent given during the cross examination, it is quite clear that though he was posted as Overman on 17.8.2002, and he was In-charge of the place of occurrence and he was duty bound to be present at the place of duty where occurrence took place and to take all measures of safety and security of the workmen who were carrying the work there, but he was absent from duty place in the duty hours. Admittedly he was present during duty hours from 10.30 pm to 1.30 am on the surface without any justification. He could not show any written instruction or order of competent superior authority for not attending the duty place, as he claimed that as per order of superiors he was busy on surface for doing work of distribution during his own duty hour. Thus, the delinquent employee could not produce any plausible explanation regarding his absence from the place of duty during the duty hours when the fatal accident occurred. Therefore, in the absence of any satisfactory explanation, the Petitioner delinquent was found guilty of charges of negligent of work and violation of Mines Act and Company’s Standing Orders, 1994, he was rightly held guilty in the enquiry. Therefore, the submission of the Petitioner that the fatal accident was not occurred due to his negligence is not tenable.

19. Further, as the Petitioner has taken the plea that inspite of report of first, second shift overmen, why under manager asked to continue work there, and instruction of Director of Mines Safety was violated and the safety officer failed to inspect the unsafe area. All these pleas taken by the Petitioner cannot mitigate or eliminate his own culpability and negligence in discharging of his duties, since he himself was absent from duty in duty hour without any justification, when the fatal accident took place, in the area of which he was in charge at that time. Thus, I find no force in the submission made by the Petitioner.

20. In the case of **M.L. Singla Vs. Punjab National Bank, Civil Appeal No.1841 decided on 20.9.2010 Hon’ble Apex Court have held:-**

“once it is held that domestic inquiry is legal and proper the next question which arises for consideration is as to whether the punishment imposed on petitioner is just and legal or it is disproportionate to the gravity of the charges.”

21. The charges against the Petitioners were of, neglect of work and breach of Mines Act, 1952 and rules, regulations, by-laws there underlie The Coal Mines Regulations, 1957. All the charges held proved in the domestic enquiry against the Petitioners and they were found guilty of the charges. Due to Petitioners delinquency and negligence in the discharge of duty, the fatal accident occurred and one workman lost his life. Since all the charges were held proved in domestic enquiry, one can not possibly argue that charges were simple in nature. In other words, both the charges were of serious nature. Therefore, keeping in view the serious nature and gravity of the charges held proved against the Petitioners Sri V. Koteswar, Head Overman, S/Sh. Lingam Odelu and Sriram, Mining Sardars, the punishment of deduction of the two increments, imposed upon Petitioners by Disciplinary Authority can not be faulted with nor it can be said that it is disproportionate to the gravity of the charges. Although keeping in view of the gravity and seriousness of the charges held proved against the Petitioners, they

deserve more richly punishment but, the Disciplinary Authority has awarded comparatively mild punishment by taking lenient view.

22. As far as interference in the order of the punishment imposed by Disciplinary Authority is concerned, Hon'ble Apex Court, in the case of **Damoh Panna Sagar vs. Rural Regional Bank and another reported in Air 2005 SC 584**, the Hon'ble Apex Court have held:-

“ the Court should not interfere with the administrator's decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the Court, in the sense that it was in defiance of logic or moral standards. Unless the punishment imposed by the Disciplinary Authority or the Appellate Authority shocks the conscience of the Court/Tribunal, there is no scope for interference.” “In the instant case, services of the bank employee of Regional Rural Bank were terminated on ground that he had unauthorisedly withdrawn amount from bank.”

Therefore, in view of the fore gone discussion and the law laid down by Apex Court this court find the petition devoid of any merit and it fails and is accordingly liable to be dismissed. As such, the Petitioners are not entitled to any relief.

Thus, Points No.I & III are decided accordingly.

Result:

In the result, it is held that the action of the management of M/s. Singareni Collieries Company Ltd., Secunderabad in reducing two annual increments in respect of Sri V. Koteswar, Head Overman, S/Sh. Lingam Odelu and Sriram, Mining Sardars is held legal and justified. The Petitioners are not entitled to any relief as prayed for. Hence, Petition is dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictate to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 17th day of May, 2023.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 फरवरी, 2024

का.आ. 367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओटो बैक हेल्थ केयर इंडिया प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 267/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/02/2024 को प्राप्त हुआ था।

[सं. एल-20013/01/2024-आई. आर. (सी एम-II)]

मणिकंदन .एन, उप निदेशक

New Delhi, the, 14th February, 2024

S.O. 367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 267/2017) of the **Central Government Industrial Tribunal-cum-Labour Court NO. 1, New Delhi** as shown in the Annexure, in the industrial dispute between the Management of **Otto Back Health Care India Pvt. Ltd** and their workmen, received by the Central Government on 113/02/2024.

[No. L-20013/01/2024 – IR (CM-II)]

MANIKANDAN. N, Deputy Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT DELHI-1, ROOM NO. 207, ROUSE
AVENUE COURT COMPLEX, NEW DELHI

Present: Justice Sh. Vikash Kunvar Shrivastava,
Presiding Officer, C.G.I.T.-Cum-Labour Court-I, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 267/2017

Date of Passing Award- 21th August, 2023

Between:

Shri Ajay Kumar & Others,
S/o Late Sh. Raju, R/o 6/368,
Ambedkar Nagar,
New Delhi.

Workman

Versus

1. The Manager,
Otto Bock Health Care India Pvt. Ltd.,
19 South Patel Nagar,
Opp. Pillar No. 194,
New Delhi-110008
2. The Director,
Otto Bock Health Care Pvt. Ltd.,
20th floor Express Towers,
Nariman Point,
Mumbai-400021

Managements

Appearances: -

None for the Claimant

None for the Management

AWARD

This is an application u/s 2-A of the ID. Act, 1947 filed by the claimant against the management alleging illegal termination of his service.

Notice served on the claimant and the managements.

The claimant filed the claim statement praying a direction to the management to reinstate the services of the workman with continuity of services and with full back wages.

The management did not appear nor filed written statement and thus issues were not framed.

On 20.09.2022 last opportunity was given to the management to file the written statement. But management did not file the written statement. And the matter was adjourned on 21.12.2023.

On 21.12.2023 due to administrative case was again adjourned for filing of written statement.

On 13.04.2023 perusal of record shows that the claimant is not turning up since long. Hence, the matter was reserved for passing no dispute award.

The stand taken in the claim petition is not proved and substantiated for want of oral and documentary evidence adduced by the claimant. Hence this no dispute award is passed.

Order

The claim be and the same is dismissed as not proved and accordingly answered against the claimant. This no dispute award is passed and forwarded to the parties.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The application u/s 2-A of the ID. Act, 1947 is accordingly answered.

Dictated & Corrected by me.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

22nd August, 2023.

नई दिल्ली, 15 फरवरी, 2024

का.आ. 368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (संदर्भ संख्या 23/2017) प्रकाशित करती है।

[सं. एल - 39025/01/2023- आई आर (बी-II)-44]

सलोनी, उप निदेशक

New Delhi, the, 15th February, 2024

S.O. 368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.23/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No L-39025/01/2023- IR (B-II)-44]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No.23/2017

Registered on:-23.08.2017

Smt. Sharanjit Kaur Wd/of late Sh. Parmjit Singh, R/o Village & PO Kalra, Tehsil & Distt. Jalandhar.

.....Workman

Versus

1. General Manager, UCO Bank, Head Office, 10-BTM Barsani, Calcutta-700001.
2. Assistant General manager, Regional Office, UCO Bank, BMC Jalandhar.
3. General Manager, UCO Bank, V & PO Kalra Branch 0562, Distt. Jalandhar.

.....Respondents/Managements

AWARD

Passed On:-03.07.2023

1. The workman Smt. Sharanjit Kaur has directly filed the present claim petition under Section under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter called the Act), with a prayer to reinstate her in service with full back wages and other benefits.

2. The brief facts for deciding this claim petition as per the claim of the workman is that the workman was engaged on daily wages at Class-IV at V & PO Kalra, Bank Branch of UCO Bank, Distt. Jalandhar w.e.f. 01.05.1998. The workman was continuously worked from 01.05.1998 till 19.06.2016 when suddenly her services were terminated in colourable exercise of powers by the General Manager and her was told not to attend duty from tomorrow i.e. 20.06.2016. The termination of the workman is in hire and fire as she had put in 18 years of an unblemished service. The workman had been giving representations and making verbal requests for regularization of her services to the higher authorities but no heed in the matter was given and the juniors to the workman were regularized in service and the management had delivered her right to others although it was her right. At the time of the termination of the workman, no seniority was maintained and juniors to the workman had been retained in service. The name of such persons shall be disclosed at the time of evidence to avoid tempering of record by the management. The termination

of the workman from service is an unfair labour practice in provisions of Chapter IV-A Item No.10 keeping the workman for daily wages/temporarily for years is an unfair labour practice. The workman had put in more than 240 days of service in each year of her service. No charge sheet, enquiry or that of show cause notice was served upon the workman which renders her termination as illegal, void and bad in law. The management had violated the provisions of Section 25-G, 25-H and 25-F of the Industrial Disputes Act, 1947 which renders her termination illegal, void and bad in law and the workman is entitled to reinstatement in service with full back wages and other attendant benefits which he awarded to the workman in the interest of justice.

3. The management has filed written statement to the claim statement filed by the workman, alleging therein that the present industrial dispute as raised on behalf of Ms Sharanjit Kaur is fully misconceived being devoid of any merit and as such, the present conciliation proceeding is fit to be dropped. The workman was never appointed by the Bank to discharge the duty of Class-IV by Kalra Branch nor the workman discharged duty of Class-IC. The workman was engaged by the then Branch Manager for taking work for 1-2 hours as per necessity of work as and when required but the workman was never engaged on daily basis nor she performed the duty of peon/Claiss-IV. The services of the workman was not terminated by the Bank. Since the workman was not an employee of the Bank the question of termination of her services does not arise. The workman was representing to higher authorities of the Bank for regularization of her job. Since the workman is not an employee of the Bank, hence there is no relationship of employer and employee between Bank and workman. in regard to engagement of daily wages, the management may inform the workman that neither there is such policy of the Bank nor any official of the Bank has been authorized for the purpose. The engagement if any, is void ab initio having ultra vires & unauthorized acts of the concerned officials of the bank. The respondent-bank being a PSB is "State" as per Article 12 of the Constitution of India and all appointment/engagement in the Bank's service is guided by an established procedure & policy of the Bank in conformity with the Government Guidelines in the matter by giving equal opportunity to all job seekers. The workman was never an employee of the Bank, hence the question of maintaining seniority does not arise and the workman was never engaged for a period of 240 days continuously or otherwise in toto in a year. Since the workman was not the employee of the Bank as such, question issuing notice of termination does not arise. There is no employer-employee relationship between the Bank and the workman and the provisions of Section 25-G, 25-H and 25-F do not apply. It is therefore, prayed that the claim filed by the workman may kindly be dismiss in the interest of justice and also have the management from unnecessary harassment.

4. The workman field rejoinder to the written statement filed by the management, alleging therein that the respondent have not disclosed any of the reasons as to why this case to be closed by the Hon'ble Industrial Tribunal when the same is required to be adjudicated by this Hon'ble Tribunal. As a matter of fact the Incharge Bank Manager of Branch Village & P.O. Kalara, District Jalandhar has recommended the service of Smt. Sharanjit Kaur and the workman was in continuous service w.e.f. 01.05.1998 till her termination w.e.f. 19.06.2016 and had rendered more than 240 days in each years of service. The remaining facts alleged in the rejoinder is same as alleged in the claim statement hence need not to be repeated again.

5. During the pendency of the proceedings before this Tribunal on 03.07.2023, the case was fixed for evidence of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for affidavit but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

6. Since the workman has neither put her appearance for long nor she has led any evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

7. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 15 फरवरी, 2024

का.आ. 369.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरिएंटल बैंक ऑफ कॉमर्स के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (संदर्भ संख्या 98/2012) को प्रकाशित करती है।

[सं. एल-12012/71/2012- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the, 15th February, 2024

S.O. 369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 98/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Oriental Bank of Commerce and their workmen

[No. L-12012/71/2012- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Present: Sh. Jyoti Kumar Tripathi, Presiding Officer.

ID No. 98/2012

Registered on:-11.03.2013

Sh. Ramesh Kumar , S/o Sh. Ram Chander, R/o VPO Dinod, Near Radha Swami Ashram, Tehsil & Distt. Bhiwani, Haryana. Haryana

...Workman

Versus

1. The Sr. Manager, Oriental Bank of Commerce, Clock Tower, Bhiwani, Haryana. Haryana-

.....Respondent/Management

Appearance

For the Workman None

For the Management Sh. Hemant Parihar, Proxy

Counsel to Sh. Kumar Nikshep,

AR for Management

AWARD

Passed On:- 07.02.2023

Central Government vide Notification No.L-12012/71/2012-IR(B-II) dated 11.02.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal.

"Whether the demand of Sh. Ramesh Kumar S/o Sh. Ram Chander for reinstatement and regularization in service with the management of Oriental Bank of Commerce w.e.f. May 2000 is fair and legal? What relief the workman is entitled to?"

1. The Ministry of Labour & Employment, Government of India while referring the above Industrial Dispute for adjudication also directed the following:-

"The parties raising the dispute shall file a statement of claim complete within relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such a statement to each of the opposite parties involved in this dispute under rule 10(B) of the Industrial dispute (Central), Rules, 1957".

2. Claim statement was filed by the workman. In which the workman stated that claimant-petitioner was engaged/appointed as Water boy-cum-Peon in the respondent's Bank in the month May, 2000 and worked continuously upto 30.06.2011. The work and conduct of the claimant-petitioner remained highly satisfactory throughout his service tenure. On 01.07.2011, when the claimant-petitioner reported for his duty as usual, he was not allowed to resume his duty verbally by saying that "your services are not more required". In this way, the services of the claimant-petitioner stands terminated since then. It is also stated in the claim statement that the claimant-petitioner has continuously worked from May, 2000 to 30-06-2011 with utmost sincerity and probity to the entire satisfaction of his superiors, but the respondent's bank has not paid earned wages for month of May & June, 2011 so far to the claimant-petitioner. The respondent's bank carries on systematic activities are organized by cooperation between employees and employer and services are rendered satisfy the human wants and wishes, hence the respondent falls under the determination of Industrial as per Section 2(j) of the Industrial Dispute Act, 1947. The claimant-petitioner was

engaged as Water boy-cum-Peon and used to do the manual work in the respondent's bank/organization for hire and reward and there exist relationship of employer and employee between the respondent's bank and the claimant-petitioner; hence the claimant-petitioner falls within the definition of workmen as per section 2(s) of the Industrial Dispute Act, 1947. The termination of the services of the claimant-petitioner in such a unilateral manner is quite illegal, unjustified, capricious, null and void being not in accordance with the provision of Industrial Dispute Act, 1947 and principals of the natural justice. Neither respondent's bank has supplied the list of seniority nor affixed the same on the notice board hence, the respondent's bank has violated the rule 76 of the ID Act. The respondent's bank action to terminate the services of claimant-petitioner in such a unilateral manner smacks malafide, as the respondent's bank has terminated the services of the claimant-petitioner with a view to adjust their own near and dear in place of mind. Claimant-petitioner has filed demand notice, upon which the respondent's bank has submitted their reply.

3. Ld. Counsel for Sh. N.K. Zakhmi, A.R. for respondent filed written statement on behalf of respondent management of Oriental Bank of Commerce. In the written statement it has been submitted by Ld. Counsel that the present reference is not maintainable and is without jurisdiction and liable to be dismissed on the ground that the present subject matter does not fall within the ambit of Section 2-A of the Industrial Disputes Act, 1947. The petitioner/workman was engaged on purely temporary, contractual and needed basis i.e. as and when any exigency arises the petitioner was called for doing specific work. The petitioner was never engaged against any sanctioned post. Hence, it is categorically stated that since the petitioner was engaged on purely temporary and need basis i.e. as and when his services were required at a mutually consolidated contractual amount, he had been called for a while to render services for cleaning and dusting of the branch and sweeping the branch premises which job was hardly for 2 to 3 hours a day and he was paid different contractual amount according to the work done by him. Photocopies of vouchers through which the petitioner was paid the mutually agreed amount are enclosed as Annexure M-1. The disengagement of a contractual worker does not amount to retrenchment as such the present subject matter does not fall within the ambit of Section 2-A of the Industrial Disputes Act. The present reference deserves to be dismissed on this ground alone. It is also stated in written statement that the present reference deserves to be dismissed on the ground that the claim of the petitioner is false, frivolous, vexatious and has been filed with ulterior motive to take undue advantage, harass and humiliate the respondent management by abusing the process of law because the petitioner has never been in the employment of the respondent management. Moreover, there was indeed no privity of contract whatsoever in regard to any matter between the respondent management and the petitioner. As such, the petitioner was no a workman employed by the respondent management within the meaning of Section 2-S of the Industrial Disputes Act. There was no administrative, economic and disciplinary control of the respondent Management over the petitioner. The petitioner has never completed 240 days with the respondent management continuously in any calendar year preceding the date with reference to the date of disengagement. The factual position is that the petitioner was being engaged as a part time and casual worker purely on temporary and need basis as and when his services were required and he worked as a cleaner and for sweeping of branch and he was paid mutually agreed amount according to the work done by him. The petitioner was not in employment of the respondent Management. It is settled law as held by the various Hon'ble High Courts as well as Hon'ble Supreme Court that the disengagement of the contractual, casual worker engaged temporarily and on need basis at mutually agreed rate between the management and the worker, does not constitute to the retrenchment and certainly his entry is a back door entry for filling up such vacancies which have got to be strictly avoided. It is stated that the petitioner was never appointed in the respondent bank at any point of time nor has ever worked in the bank under any direct or indirect authority. The reference is bad in law and deserves to be dismissed on the ground that the petitioner was never engaged after following the requisite procedure of recruitment applicable to the employees of the respondent Bank. It is respectfully prayed that, the preliminary objection may kindly be taken up at the first instance and the present claim be dismissed on the preliminary objection alone.

4. Workman has been given sufficient opportunities to argue however, none turned up in spite of several opportunities. It appears that appellant has no interest to carry on the appeal, prior to this none has appeared. As such this Tribunal is left with no alternative except to pass a 'No Claim Award'.

Accordingly, 'No Claim Award' is passed in the instant ID No.98/2012 and this ID appeal is liable to be dismissed for non-prosecution and hence dismissed.

5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

JYOTI KUMAR TRIPATHI, Presiding Officer

नई दिल्ली, 15 फरवरी, 2024

का.आ. 370.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स हिंदुस्तान एयरोनॉटिक्स लिमिटेड, बैरकपुर, के प्रबंधन के संबद्ध नियोजकों और उनके संघ/कामगार, के बीच अनुबंध

में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- कोलकाता पंचाट(संदर्भ संख्या 08 OF 2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.02.2024 को प्राप्त हुआ था।

[सं. एल -42011/43/2011-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the, 15th February, 2024

S.O. 370.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08 OF 2011) of the **Central Government Industrial Tribunal cum Labour Court – Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Hindustan Aeronautics Ltd, Barrackpore, and their Union/ Worker**, which was received along with soft copy of the award by the Central Government on 15.02.2024.

[No. . L-42011/43/2011-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

REF. NO.8 OF 2011

Parties : Employers in relation to the management of

Hindustan Aeronautics Ltd., Barrackpore

AND

Their Union/ Workmen

Appearance :

On behalf of the Management : Mr. Ranjay Dey, Advocate.

On behalf of the Workmen : Mr. S. K. Karmakar, Advocate.

Dated: 18th January, 2024

AWARD

Both sides are present through their respective Ld. Counsels.

Sri Tapas Kumar Gope and Sri Somnath Nandi, authorised representatives of other 22 workmen have filed a petition supported by an affidavit along with a letter of authority, copy duly served. Let those be taken on record.

Ld. Counsel for the workmen submits that workmen have voluntarily decided not to pursue with the present reference case raised by them. Therefore, they pray that the present reference case may be disposed of for non-prosecution.

The Ld. Counsel for the management of Hindustan Aeronautics Ltd., Barrackpore raises no objection.

Since the workmen who have raised the present dispute are not willing to proceed with their demand for regularisation of their service in Hindustan Aeronautics Ltd., Barrackpore, the Tribunal has no option but to dispose of the case for non-prosecution. Accordingly, the withdrawal application filed by the workmen is allowed.

In view of above the present Reference Case No. 8 of 2011 is disposed of for non-prosecution and accordingly 'no dispute' award is passed.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 16 फरवरी, 2024

का.आ. 371.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के मेसर्स ए.पी. सिक्यूरिटास (पी) लिमिटेड, एससीओ 23-24, लोहगढ़ रोड, कॉर्पोरेशन बैंक के पास, पहली मंजिल, जीरकपुर, जिला। एसएएस नगर, मेसर्स सिक्यूरिटिन्स इंडिया प्रा. लिमिटेड, एससीओ 19, फेज 9, मोहाली,

मैसर्स एच.डी.एफ.सी. बैंक, प्लॉट नं.363, इंडस्ट्रियल एरिया, फेज़-1, चंडीगढ़, और जनक सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 44/2022) को प्रकाशित करती है।

[सं. एल-12025/01/2024- आई आर (बी-1)-103]

सलोनी, उप निदेशक

New Delhi, the, 16th February, 2024

S.O. 371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2022) of the Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh_ as shown in the Annexure, in the industrial dispute between the management of M/s A.P. Securitas(P) Ltd., SCO 23-24, Lohgarh Road, Near Corporation Bank, 1st Floor, Zirakpur, Distt. SAS Nagar,M/s Securitans India Pvt. Limited, SCO 19, Phase 9, Mohali, M/s H.D.F.C. Bank, Plot No.363, Industrial Area, Phase-1, Chandigarh, and Janak Singh.Worker.

[No. L-12025/01/2024- IR(B-I)-103]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. TRIPATHI, Presiding Officer.

ID No. 44/2022

Registered On:-13.12.2021

Sh. Janak Singh S/o Sh. Mohan Singh R/o Village Ram Nagar, PO Jansla, Rajpura, Distt. Patiala.

...Workman

Versus

1. M/s A.P. Securitas(P) Ltd., SCO 23-24, Lohgarh Road, Near Corporation Bank, 1st Floor, Zirakpur, Distt. SAS Nagar-140603.
2. M/s Securitans India Pvt. Limited, SCO 19, Phase 9, Mohali.
3. M/s H.D.F.C. Bank, Plot No.363, Industrial Area, Phase-1, Chandigarh.

.....Respondents/Managements

AWARD

Passed On:-18.08.2023

1. The workman Janak Singh has directly filed this claim petition under Section 2-A of the Industrial Dispute Act 1947(hereinafter called the Act) for reinstatement in service with continuity of service with full back wages.
2. The brief facts for deciding this claim petition as per the claim of the workman is that the workman has been working at the time of illegal termination through respondent no.1 and 2 at the premises of Principal Employer(respondent no.3) as Security Gunman since 04.10.2011. The services of the workman were lent to respondent no.3 by respondent no.1 and 2 at the time of illegal termination on 30.09.2017. The workman was drawing a salary of Rs.8,200/- per month at the time of illegal termination for working on all the days in the year. No over time, leaves, weekly off and National & Festival Holidays were ever given to the workman. The respondent no.1 and 2 entered into illegal, void and shameful agreement with respondent no.3 knowing well that the post on which the workman is working is of perennial nature and regular one. Moreover, no permission has been obtained from the Labour Department for engaging the respondent no.1 and 2 from the Labour Authorities under the Contract Labour (Regulation & Abolition) Act. The workman was working under the direct control and supervision of the Principal Employer i.e. respondent no.3 and respondent no.1 and 2 was only engaged to deprive the workman of statutory benefits of leaves, bonus, gratuity and other long term benefits and equal pay being paid to regular workers etc. to which the workman is legally entitled. None of the above respondents has issued any appointment letter, identity card, wage slip etc. the management was not paying even the minimum wages notified for security Gunman as per Central Govt. rates. During the tenure of the services of the workman, the work and performance of the workman was satisfactory and to the entire satisfaction of his superiors/seniors. The deliberate refusal of the principal employer i.e. respondent no.3 in connivance with employer i.e. respondent no.1 and 2 to the workman to perform his normal duties

amounts to illegal termination and is violative of the provisions of Section 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947. No show cause notice, charge sheet or held no enquiry while terminating the services of the workman. The act and conduct of the principal employer illegally and arbitrarily terminating the services of the workman are in violation of the provisions of the Industrial Disputes Act, 1947. It is therefore, prayed that the directions may please be given to the respondents to reinstate the workman in service with full back wages along with all consequential benefits on the same post and on same terms and conditions with seniority.

3. During the pendency of the proceedings on 18.08.2023 the learned AR of the workman Sh. Tarun Malhotra filed an application for withdrawal of the present claim petition as with the averments that the matter has been settled between the workman and management further he has not to proceed the case. The statement of the learned AR of the workman Sh. Tarun Malhotra is recorded separately in the open Court.

4. In view of the statement made by the learned AR of the workman, the present claim petition deserves to be dismissed as withdrawn. Accordingly, the instant claim petition registered as ID No.44/2022 stands withdrawn and dismissed. File after completion be consigned in the record room.

5. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 16 फरवरी, 2024

का.आ. 372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के मैसर्स ए.पी. सिक्यूरिटास (पी) लिमिटेड, एससीओ 23-24, लोहगढ़ रोड, कॉर्पोरेशन बैंक के पास, पहली मंजिल, जीरकपुर, जिला। एसएएस नगर, मैसर्स सिक्यूरिटन्स इंडिया प्रा. लिमिटेड, एससीओ 19, फेज़ 9, मोहाली, मैसर्स एच.डी.एफ.सी. बैंक, प्लॉट नं.363, इंडस्ट्रियल एरिया, फेज़-1, चंडीगढ़, और सुखविंदर सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (संदर्भ संख्या 45/2022) को प्रकाशित करती है।

[सं. एल-12025/01/2024- आई आर (बी-1)-104]

सलोनी, उप निदेशक

New Delhi, the, 16th February, 2024

S.O. 372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court –I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of M/s A.P. Securitas(P) Ltd., SCO 23-24, Lohgarh Road, Near Corporation Bank, 1st Floor, Zirakpur, Distt. SAS Nagar, M/s Securitans India Pvt. Limited, SCO 19, Phase 9, Mohali, M/s H.D.F.C. Bank, Plot No.363, Industrial Area, Phase-1, Chandigarh, and . Sukhvir Singh.Worker.

[No. L-12025/01/2024- IR(B-I)-104]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: SH. J.K. TRIPATHI, Presiding Officer.

ID No. 45/2022

Registered On:-13.12.2021

Sh. Sukhvir Singh S/o Sh. Jeet Singh R/o Village Ram Nagar, PO Jansla, Rajpura, Distt. Patiala.

...Workman

Versus

1. M/s A.P. Securitas(P) Ltd., SCO 23-24, Lohgarh Road, Near Corporation Bank, 1st Floor, Zirakpur, Distt. SAS Nagar-140603.
2. M/s Securitans India Pvt. Limited, SCO 19, Phase 9, Mohali.
3. M/s H.D.F.C. Bank, Plot No.363, Industrial Area, Phase-1, Chandigarh.

...Respondents/Managements

AWARD**Passed On:-18.08.2023**

1. The workman Sukhvir Singh has directly filed this claim petition under Section 2-A of the Industrial Dispute Act 1947 (hereinafter called the Act) for reinstatement in service with continuity of service with full back wages.
2. The brief facts for deciding this claim petition as per the claim of the workman is that the workman has been working at the time of illegal termination through respondent no.1 and 2 at the premises of Principal Employer (respondent no.3) as Security Gunman since 04.10.2012. The services of the workman were lent to respondent no.3 by respondent no.1 and 2 at the time of illegal termination on 30.09.2017. The workman was drawing a salary of Rs.8,200/- per month at the time of illegal termination for working on all the days in the year. No over time, leaves, weekly off and National & Festival Holidays were ever given to the workman. The respondent no.1 and 2 entered into illegal, void and shameful agreement with respondent no.3 knowing well that the post on which the workman is working is of perennial nature and regular one. Moreover, no permission has been obtained from the Labour Department for engaging the respondent no.1 and 2 from the Labour Authorities under the Contract Labour (Regulation & Abolition) Act. The workman was working under the direct control and supervision of the Principal Employer i.e. respondent no.3 and respondent no.1 and 2 was only engaged to deprive the workman of statutory benefits of leaves, bonus, gratuity and other long term benefits and equal pay being paid to regular workers etc. to which the workman is legally entitled. None of the above respondents has issued any appointment letter, identity card, wage slip etc. the management was not paying even the minimum wages notified for security Gunman as per Central Govt. rates. During the tenure of the services of the workman, the work and performance of the workman was satisfactory and to the entire satisfaction of his superiors/seniors. The deliberate refusal of the principal employer i.e. respondent no.3 in connivance with employer i.e. respondent no.1 and 2 to the workman to perform his normal duties amounts to illegal termination and is violative of the provisions of Section 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947. No show cause notice, charge sheet or held no enquiry while terminating the services of the workman. The act and conduct of the principal employer illegally and arbitrarily terminating the services of the workman are in violation of the provisions of the Industrial Disputes Act, 1947. It is therefore, prayed that the directions may please be given to the respondents to reinstate the workman in service with full back wages along with all consequential benefits on the same post and on same terms and conditions with seniority.
3. During the pendency of the proceedings on 18.08.2023 the learned AR of the workman Sh. Tarun Malhotra filed an application for withdrawal of the present claim petition as with the averments that the matter has been settled between the workman and management further he has not to proceed the case. The statement of the learned AR of the workman Sh. Tarun Malhotra is recorded separately in the open Court.
4. In view of the statement made by the learned AR of the workman, the present claim petition deserves to be dismissed as withdrawn. Accordingly, the instant claim petition registered as ID No.45/2022 stands withdrawn and dismissed. File after completion be consigned in the record room.
5. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 17 फरवरी, 2024

का.आ. 373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य पोस्ट मास्टर जनरल, डाक सेवाएँ, चंडीगढ़; वरिष्ठ डाक अधीक्षक, होशियारपुर मंडल, होशियारपुर, पंजाब; उप मंडल निरीक्षक, डाक विभाग, पश्चिम उप मंडल, होशियारपुर, पंजाब, के प्रबंधन के संबद्ध नियोजकों और श्री जोगिंदर सिंह, कामगार, द्वारा - मंडल सचिव, अखिल भारतीय डाक सेवक संघ, होशियारपुर मंडल, होशियारपुर, पंजाब, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 चंडीगढ़ पंचाट (संदर्भ संख्या 77/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17/02/2024 को प्राप्त हुआ था।

[सं. एल-40011/12/2019-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the, 17th February, 2024

S.O. 373.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 77/2019**) of the **Central Government Industrial Tribunal cum Labour Court -2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation

The Chief Post Master General, Postal Services, Chandigarh; The Sr. Superintendent of Posts, Hoshiarpur Division, Hoshiarpur, Punjab ;The Sub Divisional Inspector, Department of Posts, West Sub Division, Hoshiarpur, Punjab, and Shri Joginder Singh, Worker, through-Divisional Secretary, All India Dak Sewak Union, Hoshiarpur Division, Hoshiarpur, Punjab, which was received along with soft copy of the award by the Central Government on 17/02/2024.

[No. L-40011/12/2019-IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.

Present: SH. KAMAL KANT, Presiding Officer.

ID No. 77/2019

Registered on:-20.08.2019

Joginder Singh through the Divisional Secretary, All India Dak Sewak Union, Hoshiarpur Division, V&PO Patti, SO Bihala, District Hoshiarpur.

...Workman

Versus

1. Chief Post Master General, Postal Services, Sector 17-D, Chandigarh-160017.
2. Sr. Superintendent of Posts, Hoshiarpur Division, Hoshiarpur, Punjab-146021.
3. Sub-Divisional Inspector, Department of Posts, West Sub Division, Hoshiarpur, Punjab-146021.

... Respondents/Managements

AWARD

Passed On:-24.01.2024

Central Government vide Notification No.L-40011/12/2019-IR(DU), Dated 24.07.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of Management of Posts for non-releasing full back wages to Sh. Joginder Singh GD/SMD is legal and justified? If not, what relief the workman is entitled and from which date? 2. Whether the action of management of Posts for debarring three years for recruitment to the MTS group-c to Sh. Joginder Singh is legal and justified? If not, what relief the workman is entitled to and from which date?

1. Today i.e. 24.01.2024 the case was fixed for ex parte evidence of workman as the management was proceeded ex parte on 16.05.2023 and no written statement had been filed by the management.
2. The workman is given sufficient opportunities for ex parte evidence but workman has not turned up since 24.08.2023 many opportunities given, which shows that the workman is not interested in adjudication of the matter on merit.
3. Since the workman has neither put his appearance for long nor he has filed any evidence to prove his cause against the management and the workman has left the case unattended for a long time without any intimation, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference for the non-prosecution of workman.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 19 फरवरी, 2024

का.आ. 374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **बैंगलोर** के पंचाट (24/2015) प्रकाशित करती है।

[सं. एल-12025/01/2024-आईआर-(बी-1)-105]

सलोनी, उप निदेशक

New Delhi, the, 19th February, 2024

S.O. 374.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 24/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2024-IR(B-I)-105]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BANGALORE, CAMP COURT At HYDERABAD**

“Shram Sadan”,

G G Palya, Tumkur Road,

Yeswanthpur, Bangalore – 560 022

DATED : 3RD NOVEMBER 2023

PRESENT : **Shri IRFAN QAMAR**

Presiding Officer

ID No. 24/2015

I Party

Sri Thimmaraju E,
S/o Eranna,
Resident of Chikkadasarahalli,
Chiddanahalli Post,
Sira Taluk, TUMKUR

II Party

1. The Chief Manager, State Bank of India, L C P Center, Pragathi Mahalakshmi, No. 62 12st main, 3rd Cross, Yeswanthpur, Bangalore – 22.
2. The Manager, State Bank of India, Focal Point Link Branch, Bangalore.

Appearance

Advocate for I Party : Mr. Ranganath Prasad B S

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity ‘the Act’) by the 1st Party workman / former employee of the State Bank of India who was refused for work.

2. Petitioner is absent since last many dates of hearing. Perused the record. Petitioner has filed Petition under Section 2A (2) of ID Act to direct Respondent to reinstate the Petitioner to Employment. But the Petitioner has not substantiated his claim by any cogent and reliable evidence. Hence, Petition is unfounded without any ground dismissed. No claim Award is passed. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 03.11.2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 19 फरवरी, 2024

का.आ. 375.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तरबंगा क्षेत्रीय ग्रामीण बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकता के पंचाट (05/2007) प्रकाशित करती है।

[सं. एल-12012/238/2005-आईआर-(बी-1)]

सलोनी, उप निदेशक

New Delhi, the, 19th February, 2024

S.O. 375.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 05/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of *Uttarbanga Kshetriya Gramin Bank* and their workmen.

[F No. L-12012/238/2005-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

REF. NO. 05 OF 2007

Parties : Employers in relation to the management of

Uttarbanga Kshetriya Gramin Bank

AND

Uttarbanga Kshetriya Gramin Bank Khudra Sanchayak Collectors' Association.

Appearance :

On behalf of Bank : Ms. Tutul Das, Advocate

On behalf of the Association: Mr. Aritra Roychowdhury, Advocate.

Dated: 9th October, 2023

AWARD

The Central Government, Ministry of Labour By Order No L-12012/238/2005 IR (B-I) dated 02-03-2007, in exercise of the power conferred under sub section 10 (1) (d) and (2A) of section of the Industrial Dispute Act, 1947 has referred the following dispute for adjudication by this Tribunal: –

“Whether the action of the Management of Uttarbanga Kshetriya Gramin Bank by not extending the benefit to the mini deposit collectors of their bank, as it is being given to the other 11 Nationalised Bank, as per order of the Hon’ble Supreme Court, only on the ground that they were not party to the dispute, is justified? If not, what relief the workmen concerned are entitled?”

The facts in a nutshell is that the claimant is the association of Authorised Collection Agents of Uttarbanga Kshetriya Gramin Bank appointed for collection under the scheme “Khudra Sanchay Prakalpa”. It is their case that the Hon’ble Supreme Court in *Indian Bank Association –vs- Workmen of Syndicate Bank & Ors.* reported in (2001) 3 SCC 36, has been pleased to declare collection agents of the banks as workmen and existence of relationship of master and servant in between the Bank and the Collection Agents, thereby the Hon’ble Supreme Court has been pleased to pay full back wages of Rs.750/- per month linked with minimum deposit of Rs.7,500/- per month, incentive remuneration @2% for collection above Rs.7500, conveyance allowance @ Rs.50/- and Rs100 /-respectively for deposit of less than Rs.10,000/- and more than that per month and gratuity of 15 days’ commission for each year of service rendered by those collection agents. Thus, it is alleged the judgement passed by the Hon’ble Supreme Court being a judgment in rem and as such all the collection agents working either for nationalised banks or for regional banks are bound by such judgment and entitled to get the financial benefits.

That in compliance of the order passed by the Hon’ble Supreme Court in such judgment on 13-02-2001 *Gour Gramin Bank* vide circular No.2174 dated 27-02-2004 extended all the benefits granted by the Hon’ble Supreme Court to its agents. Similarly, *Koshi Kshetriya Gramin Bank* who by issuing circular no.76/06-07 dated 08-03-2007 extended all the benefits that has been granted by the Hon’ble Supreme Court in the above judgment to its own

collection agents. Such directions given by the Hon'ble Supreme Court was duly complied by the Central Bank of India, the patron of the Khetriya Gramin Bank.

Therefore, the claimant requested the management of the bank for extending all the benefits given by the Hon'ble Supreme Court to the collection agents in the Indian Bank Association case (supra), but the bank refused to grant any benefits. Hence, this reference.

The management of the bank in its written reply has alleged the claimant association is not recognised by the bank and such association has no power to negotiate with the bank. That Khetriya Gramin Bank was not a party to the judgment that has been passed by the Hon'ble Supreme Court and as such it is not bound to comply the direction given by the Hon'ble Supreme Court in the said judgment.

It is also alleged Khudra Sanchay Collectors are not working in the bank and they have no fixed working hours. The bank has no control over them. They do their collection work as per their own convenience. There exists no relationship of employee and employer in between the Bank and the Deposit Collectors.

That Central Bank of India though a sponsored bank of the Uttarbanga Khetriya Gramin Bank, but Gramin bank has its own independent rules and regulation to carry on banking business. Thus, it has prayed for dismissal of the reference.

The claimant in support of their claim has examined Sri Jiban Talukdar it's the General Secretary as W.W. No.1 and who has produced and exhibited 13 documents which have been marked as Exhibit-1 to 13.

The claimant has also examined Sri Tarun Kumar Sarkar, its Vice President as W.W. No.2. and who have produced certain documents which have been inadvertently marked as Exhibit-W-1 to W-17 instead of Exhibit-W-14 to W-30.

On the other hand the management has examined Sri Prasenjit Mondal, Sr. Manager, Pradhan Nagar Branch, Siliguri as M.W. No.1 and exhibited certain documents which have been marked as Exhibit M-1 to M-7.

After considering the submissions made by the Ld. Counsels for both sides and the pleadings of the bank including the documentary evidence filed by them, the only issue that requires determination in the present reference is whether Uttarbanga Khetriya Gramin Bank is bound by the judgment passed by the Hon'ble Supreme Court in Indian Bank Association –vs- Workmen of Syndicate Bank & Ors. reported in (2001) 3 SCC 36 ?

It is the undisputed fact that claimants are the authorised collection agents under Khudra Sanchay Prakalpa, appointed by the management of Uttarbanga Khetriya Gramin Bank. It is the contention of the claimant that the judgment passed by the Hon'ble Supreme Court in the above mentioned case is the judgment in rem and all the banks which engage collections agents are bound to comply and follow the directions passed by the Hon'ble Supreme Court in the said judgment.

On the other hand it is the case of the management of the bank that the bank not being party to the said judgment and as such direction given in the said judgment is not binding upon it.

Article 141 of the Constitution of India stipulates that the law declared by the Supreme Court shall be binding on all Courts within the territory of India. Thus, the general principles laid down, by the Supreme Court are binding on each individual including those who are not a party to an order. In a number of judgements the Supreme Court has emphasized the importance and validity of Article 141 of the Constitution within the ambit of following certain general rules, i.e. *Obiter-Dictum*, *Ratio-Decidendi*, *Stare decisis*, *Per incuriam* provisions etc.

So, let me discuss the meaning of those four legal terms for the determination of the above issue.

1. **Obiter-Dictum**

The phrase *Obiter dictum* has been derived from Latin words *obiter* and *dictum*. *Obiter* means in passing' and *Dictum* denotes something that is said'. Thus, in the legal parlance the *obiter-dictum* connotes a judge's expression of opinion uttered in court or giving judgement, but not essential to the decision and therefore without binding authority. Therefore, the *obiter dictum* may be termed as a casual remark of the court while deciding the actual issues, which is considered as beyond the ambit of the operative part of the judgement. Such statement lack the force of precedent but may nevertheless be significant.

2. **Ratio Decidendi**

Ratio Decidendi is a Latin phrase meaning "the reason" or "the rationale for the decision". *Ratio-Decidendi* is the determining point which becomes the base for a judgement or a legal rule derived from and consistent with those parts of legal reasoning within a judgement on which the outcome of case depends. Thus, *Ratio-Decidendi* is an essential precedent requires to be followed by subordinate courts in similar type of cases.

3. Stare-decisis

Stare Decisis is a Latin term which signifies to stand by decided cases or to uphold precedents or to maintain former adjudications. In India, the doctrine of stare decisis has been adopted through Article 141 of the Constitution, which declares that decisions of higher court are binding on subordinate courts. The doctrine of Stare decisis; is not applicable in the Supreme Court, thus, the Supreme Court is not bound by its own decisions, hence, it may depart from its own previous rulings in extra ordinary or special cases or in larger public interest. Stare decisis ensures that cases with similar scenarios and facts are approached in the same way. It binds courts to follow legal precedents set by previous decisions.

4. Per incuriam:

Per incuriam is a Latin terms which means "through lack of care". A court decision made per incuriam is one which ignores a contradictory statute or binding authority, and is therefore wrongly decided and of no force. A decision rendered in ignorance of a previous binding decision of its own or of a court of higher jurisdiction or ignorance of the terms of a statute or of a rule having the force of law lacks precedent value, is one such exception and is described as per incurium judgement and therefore has no binding force.

Gone through the judgment that has been passed by the Hon'ble Supreme Court in Indian Bank Association- vs- Workmen of Syndicate Bank & Ors., reported in 2001(3) SCC 36 where an award passed by the Industrial Tribunal, Hyderabad was under challenge. In the said reference case, the issue as to whether the commission agents or deposit collectors employed in the specified banks were entitled to pay scale, allowances and other service conditions available to regular clerical employees of those banks and further question as to what relief they were otherwise entitled were referred by the Central Govt. to the Industrial Tribunal.

The Industrial Tribunal was pleased to pass an award holding the deposit collectors of the bank to be workman as defined in section 2(s) of the I.D.Act, 1947 and directed the bank to absorb deposit collectors and commission agents below the age of 45 years as clerk and cashier and those who were above 45 years of age and who were unwilling to be absorbed were directed to be paid full back wages of Rs.750/- per month linked with a minimum deposit of Rs.7,500/- per month, incentive remuneration @ 2% for collection above Rs.7,500/-, conveyance charge at the rate of Rs.50/- and Rs.100/-per month respectively for deposit of less than Rs.10,000/- and more than that and directed to pay gratuity of 15 days commission for each years of service rendered. Such award was challenged before the Hon'ble High Court, Andhra Pradesh. Hon'ble High Court was pleased to set aside the order regarding absorption but upheld the remaining directions passed by the Tribunal.

Being aggrieved by the judgement of the Hon'ble High Court both sides preferred two separate appeals before the Hon'ble Supreme Court. The plea taken by the banks before the Hon'ble Supreme Court were exactly similar to that have been raised in the present reference case i.e the deposit collectors cannot be treated to be workmen as the engagement was purely contractual and for specific period, they work without any control or supervision of the bank, there was no fixed time or period of working hours, there was no prescribed qualification or age for engaging them, there was no disciplinary control of bank over them and thus there was no master and servant relationship between them. That the deposit collector were paid commission and section 10(1)(b) of the Banking Regulation Act, bar the banking companies from employing commission paid persons. That those collection agents were not workmen and direction for payment of gratuity to them cannot arise. Bank has further contended the deposit collections schemes were not remunerative.

Dismissing both the Appeals, the Hon'ble Suprmem Court has been pleased to hold "in view of Section 2(rr) of the Industrial Disputes Act, the commission received by Deposit Collectors is nothing else but wage, which is dependent on the productivity. This commission is paid for promoting the business of the various banks.

Undoubtedly, the Deposit Collectors are free to regulate their own hours of work, but that is because of the nature of the work itself it would be impossible to fix working hours for such Deposit Collectors because they have to go to various deposits. This would have to be done at the convenience of the depositors and at such times as required by the depositors. If this is so, then no time can be fixed for such work. Definitely the banks have control over the Deposit Collectors in as much as the Deposit Collectors have to bring the collections and deposit the same in the banks by the very next day. They have then to fill in various forms, accounts, registers and passbooks. They also have to do such other clerical work as the Bank may direct. They are, therefore, accountable to the Bank and under the control of the Bank.

Section 10 of the Banking Regulation Act does not prevent employment of persons on commission basis. The proviso to section 10 makes it clear that commission can be paid to persons who are not in regular employment. Undoubtedly the Deposit Collectors are not regular employees of the Bank. But they, nevertheless, are workers within the meaning of the terms as defined in the Industrial Disputes Act. There is clearly a relationship of master and servant between the Deposit Collectors and the Bank concerned.

The modes of selection and qualifications of the Deposit Collectors not comparable with those of the regular employees but even the work is not comparable. The work which the Deposit Collectors do is completely different

from the work which the regular employees do. There was thus no question of absorption and there was also no question of the Deposit Collectors being paid the same pay scales, allowances and other service conditions as the regular employees of the banks.

The banks have introduced the Deposit Collection Schemes because they want to encourage the common man to make small and regular deposits. As a result of such Schemes, the number of depositors have become much larger. There can be no doubt that such Schemes are continued because the banks find them remunerative. The banks have large collection through such Schemes.

In the instant case, no question arose of directing absorption of the Deposit Collectors as regular workmen. No such demand had been made and, therefore, there could have been no such direction. Such directions were beyond the reference.”

Thus, this Tribunal finds the facts and circumstances of the case that was before the Hon'ble Supreme Court in Civil Appeal No, 3355 of 1998 along with other appeals exactly same and similar with the facts and circumstances of the present case. Further, issue under the present Reference Case and the case which was referred before the Industrial Tribunal, Hyderabad and from which the above appeal had arisen also same. Therefore, in view of principles of Ratio Decidendi and Stare decisis, this Tribunal is bound by the judgment that has been passed by the Hon'ble Supreme Court in Indian Bank Association (Supra).

Thus, the claimants who are Mini Deposit Collectors of Uttarbanga Kshetriya Bank and appointed and authorised by the bank as their collection agents for collection under Khudra Sanchay Prkalpa are hereby declared as workmen working under the control of the bank and there exists relationship of master and servant between the bank and those authorised collection agents and they are entitled to get the relief which they have claimed.

In the present Reference Case also the claimant has not prayed for absorption to regular post but has only sought pecuniary benefits awarded by the Industrial Tribunal, Hyderabad to Deposit Collectors of Banks and affirmed by the Hon'ble Supreme Court. So, whether it is a Nationalised Bank or a Regional Bank it becomes immaterial as they discharge similar functions. Accordingly, the claimant is entitled to get the benefits as sought by them in view of the judgment passed by the Hon'ble Supreme Court in Indian Bank Association –vs- Workmen of Syndicate Bank & Ors., reported in (2001) 3SCC 36.

Thus, authorised collection agents for collection of Khudra Sanchay Prkalpa appointed by Uttarbanga Kshetriya Gramin Bank are entitled to get full back wages of Rs.7,500/- per month linked with a minimum deposit of Rs.7,500/- per month. Uniform conveyance of Rs.50/- per month for deposit of less than Rs.10,000/- and Rs.100/- for deposit of more than Rs.10,000/- upto or above. Gratuity of 15 days' commission for each year of service rendered from the date of this reference i.e. from the month of March, 2007.

The Bank is directed to make payment of the current wages and conveyance allowance and as well gratuity to those who are eligible for the same within a month from the date of publication of this award. Bank is directed to the pay the arrears in three instalments within a year from the date of publication of this award.

The Reference case no. 5 of 2007 is allowed and award is passed accordingly.

Justice K.D. BHUTIA, Presiding Officer

नई दिल्ली, 20 फरवरी, 2024

का.आ. 376.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकता के पंचाट (23/2018) प्रकाशित करती है।

[सं. एल-12012/19/2018-आईआर-(बी-II)]

सलोनी, उप निदेशक

New Delhi, the, 20th February, 2024

S.O. 376.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-12012/19/2018-IR(B-II)]

SALONI, Dy. Director

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present: Justice K. D. Bhutia, Presiding Officer.

REF. NO. 23 OF 2018

Parties: Employers in relation to the management of

Indian Bank

AND

Their Workmen.

Appearance:

On behalf of the Management : Absent

On behalf of the Workmen: Mr. Goutam Malik, Advocate.

Dated: 06th December, 2023

AWARD

Govt. of India, Ministry of Labour vide Order No. L-12012/19/2018- IR(B-II) dated 30-11-2018 in exercise of the power conferred under section 10(1)(d) and (2A) of the Industrial Dispute Act, 1947 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of Indian Bank in denying absorption of Shri Rabi Shankar Das and Shri Prasanta Debnath in the service of the Indian Bank is legal and/or justified? If not, what relief the workmen are entitled to?”

The facts necessary for determination of the above issue in gist are that the concerned workmen Sri Rabi Shankar Das and Shri Prasanta Debnath (since deceased) now represented by his legal heirs were working as Canteen Boys in the Indian Bank, Russel Street Branch since 18-06-1994 and 13-04-1993 respectively. That a dispute in respect of absorption of 91 Canteen Boys including the present workmen was settled in compromise in the year 1998. A compromise award was passed by the Tribunal on 13-07-1998 directing the bank to absorb those 91 Canteen Boys against permanent vacancies.

Challenging the compromise award, the Bank filed a Writ Petition being W.P.No. 2101 of 1999 before the Hon'ble High Court at Calcutta. The Hon'ble High Court at Calcutta was pleased to dismiss the writ petition upholding the award of compromise dated 13-07-1998.

The bank being aggrieved by the dismissal of its writ petition by the Hon'ble Single Bench of Calcutta High Court filed an Appeal No. APM No.480 of 2002 before the Division Bench. The Hon'ble Division Bench modified the compromise award dated 13-07-1998 and order of dismissal of the writ petition being No. W.P. 2101 of 1999 dated 26-02-2002 passed an order directing bank to absorb only 41 Canteen Boys named in the order of reference and not in respect of 91 Canteen Boys. However, directed remaining 50 Canteen Boys to raise a similar dispute and to resolve the dispute through reconciliation on the same terms and condition. The names of the present two workmen were in the list of those excluded 50 Canteen Boys. Unfortunately, the Union refused to espouse an industrial dispute on their behalf.

That the concerned workmen raised a dispute before the Regional Labour Commissioner on the basis of the order passed by the Division Bench in APM -480 of 2002, but the Regional Labour Commissioner submitted failure report and thus Central Govt. referred the matter to this Tribunal for adjudication.

The concerned workmen by filing present dispute have alleged since they stand on the same footings with those 41 Canteen Boys whose services have been regularised in view of compromise award dated 13-07-1998, necessary direction may be given to the bank for their absorption against permanent posts.

Record shows despite due service of notice upon the bank it has failed to appear and contest the present reference case. Therefore, present case has been proceeded ex parte against the bank.

The workmen in order to substantiate their claim has examined Sri Rabi Shankar Das, one of the concerned workmen as W.W. No.1. That the workmen have produced as many as 13 documents which have been marked as Exhibit-W/1 to W/13.

Unchallenged oral testimony of W. W. No.1 shows that he joined the bank as Canteen Boy on 18-06-1994 and deceased workman Prasanta Debnath on 13-04-1993. It has been stated that they were also parties to the reference which culminated in an award of compromise on 13-07-1998 and where the predecessor of the Tribunal directed the bank to absorb all 91 Canteen Boys including the present workmen.

However, the concerned workman in Para-5, 6 and 7 of his evidence in chief on affidavit has stated that compromise award dated 13-07-1998 was passed in connection of Reference Case no. 47 of 1992. So, a question arises in the mind of this Tribunal, how the present workmen including the deceased could be parties to the Reference Case no. 47 of 1992 when W.W. No.1, one of the workmen in paragraph 3 of his evidence in chief on affidavit admitted that he joined as Canteen Boys in the bank on 18-06-1994 and deceased workman on 13-04-1993 i.e. much after the initiation of the reference case. So, prima facie it is seen that they joined as Canteen Boys as alleged after the reference of the dispute in respect of 41 Canteen Boys in the year 1992. So, it is not known how the present workmen could claim that they were parties to the Reference Case no. 47 of 1992 when they were not even in the service of the bank in whatever capacity as a temporary or casual.

The workmen have failed to produce a single piece of document to prove indeed they were appointed as Canteen Boys either by the bank directly or through its contractor or by the Canteen Committee. It is interesting to note that the workmen have failed produce the list of the workmen attached with the order of reference in Reference Case no., 47 of 1992 or any order of the Tribunal whereby their names have been added as parties to the Reference Case no.47 of 1992 and to show that they stand on the same footings with those 41 workmen whose services have been directed to be regularised by the Hon'ble Division Bench of Calcutta High Court in APM No.480 of 2002.

No doubt W.W. No.1 has produced a certificate dated 16-05-2020 (Exb. W/6) issued by Sr. Manager, Indian Bank, Zonal Office where it has been certified that he is working as a casual at Indian Bank, Zonal Office, Kolkata. Unfortunately, the author of the certificate has not been examined to prove the content of the same. It is settled law merely marking of a document as an Exhibit will not ipso facto prove the content of the same. The contents specially a certificate need to be proved through its author.

This Tribunal is unable to take into consideration Exb. W/11 as it appears to be issued by Treasurer of Indian Bank Staff Canteen to W.W. No.1 and not by the authorities of the bank.

Exb. W/13, letter dated 09-05-1998 by Chief Manager to Zonal Manager shows that Sri Rabi Shankar Das and Sri Prasanta Debnath are Canteen Boys of Zonal Office.

Nothing has come on record to prove that canteen in question is a statutory canteen run by the management of the bank and not by any canteen committee or by a contractor. Had the canteen been a statutory canteen run by the management of the bank then the question of absorption may arise.

Now, it is settled law that merely because of a temporary employee or a casual wage workers is continued for a time beyond terms of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following the due process of selection as envisaged by the relevant rules. A contractual appointment comes to an end at the end of the contract. If it were an engagement or appointment on daily wages or casual basis the same would come to an end when it is discontinued. Similarly, a temporary employee cannot claim to be made permanent on the expiry of his terms of appointment. There is no fundamental right in those who have been employed on daily wages or temporary or on contractual basis to claim they have right to be absorbed in service as they cannot be said to be holder of a post. A regular appointment can be made only by making appointments consistent with the requirement of Article 14 and 16 of the Constitution.

The Hon'ble Supreme Court in the Secretary, Stage of Karnataka-vs- Uma Devi & Ors held Public employment in a sovereign socialist secular democratic republic, has to be as set down by the Constitution and the laws made thereunder. Our constitutional scheme envisages employment by the Government and its instrumentalities on the basis of a procedure established in that behalf. Equality of opportunity is the hallmark and the Constitution has provided also for affirmative action to ensure that unequals are not treated equals. Thus, any public employment has to be in terms of the constitutional scheme. A sovereign government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages. But, a regular process of recruitment or appointment has to be resorted to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in a haphazard manner or based on patronage or other considerations. Regular appointment must be the rule. That regularisation cannot be mode of recruitment.

Be that as it may the concerned workman has failed to prove that there exist a vacancy in the permanent post of Sub-staff in Indian Bank and he possesses all the qualification to be appointed as sub-staff. That apart he may be a casual employee of the bank but in order to get a job against the permanent vacancy he is to fulfil all the criteria and procedure established for regular recruitment as per recruitment rules applicable.

Therefore, this Tribunal holds that on the basis of an award dated 13-07-1998 passed in Reference Case no. 47 of 1992 (Exb. W-1), Order passed in W.P. No.2101 of 1999 on 26-02-2002 and which has been modified vide Exb. No. W-4/A in APM No.480 of 2002, the workman cannot claim that they stand on the same footings with those 41 Canteen Boys whose services have been regularised by virtue of the order of the Hon'ble Division Bench of

Calcutta High Court passed in APM No.480 of 2002 and in view of the order of the Hon'ble Supreme Court being SLA No.17079 of 2007 dated 08-05-2009 (Exb. W/5)

Accordingly, the concerned workmen Sri Rabi Shankar Das and deceased Prasanta Debnath are not entitled to regularisation against a permanent post in the Indian Bank. Accordingly, Reference Case No., 23 of 2018 is dismissed and award to that effect is passed.

Justice K.D. BHUTIA, Presiding Officer

नई दिल्ली, 20 फरवरी, 2024

का.आ. 377.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट (02 (C) of 2015) प्रकाशित करती है।

[सं. एल-12011/96/2014-आईआर-(बी-1)]

सलोनी, उप निदेशक

New Delhi, the, 20th February, 2024

S.O. 377.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02 (C) of 2015) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Madhya Bihar Gramin Bank and their workmen.

[No. L-12011/96/2014-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

Reference Case No.: -02 (C) of 2015

Between the management of Chairman, Madhya Bihar Gramin Bank, H.O- Meena Plaza, South of Museum, Patna (Bihar)-1 and Their workmen Sri Sanjeev Singh, Sri Bijendra Kumar, Sri Ajay Kumar & Sachidanand Singh represented through the President, Bihar Provincial Gramin Bank Employees Association, 2nd Floor, Saboo Complex, P.O- Hotel Republic, Exhibition Road, Patna, (Bihar)-1.

For the management:- Sri Santosh Sharan Thakur, Asst. Manager.

For the workman:- Sri B. Prasad, President, Bihar Provincial Gramin Bank Employees Association.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 28th November, 2023.

By the adjudication order no.- L-12011/96/2014-IR(B-I) New Delhi, dated- 16.12.2014 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of Chairman, Madhya Bihar Gramin Bank, H.O- Meena Plaza, South of Museum, Patna (Bihar)-1 and Their workmen Sri Sanjeev Singh, Sri Bijendra Kumar, Sri Ajay Kumar & Sachidanand Singh represented through the President, Bihar Provincial Gramin Bank Employees Association, 2nd Floor, Saboo Complex, P.O- Hotel Republic, Exhibition Road, Patna, (Bihar)-1 for adjudication to this tribunal.

SCHEDULE

“Whether the action of the management of Madhya Bihar Gramin Bank, to terminate the service of workmen Sri Sanjeev Singh, Sri Bijendra Kumar, Sri Ajay Kumar & Sachidanand Singh was correct and valid when they demanded for regularization of their service? If not, what relief the workmen are entitled to?”

2. According to the claim of workmen Sri Sanjeev Singh, Sri Bijendra Kumar, Sri Ajay Kumar & Sachidanand Singh they had worked with the then Bhojpur Rohtas Gramin Bank and Patliputra Gramin Bank as Part Time Sweepers on consolidated wages, the details of their working is given as under:-

Sr. No.	Name with address	Branch where worked	Period of working
1.	Sri Sanjeev Singh S/O-Late Janardan Singh Vill.- Jagir, P.O- Lohachi Dist.- Munger.	Brahampur	01.08.1985 to 31.12.2011
2.	Sri Bijendra Kumar S/O-Chandeshwar Singh Vill. & P.O- Kurkuri P.S- Paliganj, Dist.- Patna.	Paliganj	01.07.2006 to 31.12.2011
3.	Sri Ajay Kumar, S/O- Laxman Prasad, Babu Bazar-Arrah, P.O- Arrah, Dist.- Bhojpur (Bihar).	Gorhana	01.07.2004 to 31.12.2011
4.	Sri Sachidanand Singh S/O- Late Satya Narain Singh At.- Yoga Kharaicha, Dist.- Purhara, Dist.- Bhojpur (Bihar).	Piro	19.05.2004 to 31.12.2011

It is further averred from the workmen side that workmen Sri Sanjeev Kumar had been orally appointed of the Brahampur Branch of the bank w.e.f 01.08.2005 to discharge the duties of a part time sweeper. Initially he was paid Rs. 500/- monthly wages and lastly he was paid of Rs. 1600/- P.M as wages. Workman Sanjeev Singh used to discharge his duties from 10.00 A.M to 5.00 P.M and some times even beyond the period as per instruction of the Branch Manager. The claim of the workman Bijendra Kumar is that he had been orally appointed to discharge the duties of part time sweeper at Paliganj branch from 01.07.2006. Initially he was paid wages @ Rs. 750/- P.M and lastly he was paid wages @ Rs. 1600/- P.M. He also discharged his duties from 10.00 A.M to 5.00 P.M. The claim of the workman Sri Ajay Kumar is he had been orally appointed to discharge the duties of a part time sweeper at Gorhana Branch w.e.f 01.07.2004 and he also received wages @ Rs. 500/- P.M initially and lastly he was paid wages @ Rs. 1600/- P.M. He also discharged his duties from 10.00 A.M to 5.00 P.M. The claim of the workman Sri Sachidanand Singh is that he had been orally appointed to discharge duties of a part time sweeper at Piro Branch w.e.f 19.05.2004 and he was initially paid wages @ Rs. 500/- P.M and lastly he was paid wages @ Rs. 1600/- P.M. The workman also used to discharged his duties from 10.00 A.M to 5.00 P.M. it is further averred that all the above workmen used to sweep and clean their respective branch premises regularly and also their services were utilized for deposit mobilization, recovery purposes etc. The above workmen used to discharged their duties as per instruction of the branch manager's. It is further averred that as per the provisions of R.R Bs Act 1976, Punjab National Bank opened four Regional Rural Banks (a) Bhojpur Rohtas Gramin Bank, (b) Magadh Gramin Bank, (c) Nalanda Gramin Bank and (d) Patliputra Gramin Bank which were amalgamated in the name of Madhya Bihar Gramin Bank with Head Office at Meena Plaza, South of Museum, Patna-800001. The bank is incorporated under R.R.B Act Act,1976 and its sponsoring bank is Punjab National Bank. It is further averred that the wages of the workmen had been determined and revised by the Bank's Board of Directors from time to time. The wages of above workmen were paid to the debit of Manager's Power account and separate signatures were used to be taken from the workmen. It is further averred that the wages of workmen of R.R.Bs are revised on the basis of industry level settlement of banking industry. It is further stated that trade unions had demanded fixation of salary of part time sweeper on 1/3rd pay scale at least which was considered and a settlement to this effect was signed at industry level between the representatives of Indian Bank's Association and the workmen unions on 27.04.2010. Accordingly 9th Bipartite Settlement the wages of part time sweeper working on consolidated wages was revised to 1/3rd pay scale of full time subordinate staff w.e.f 01.05.2010. It is further stated that the out come of the 9th Bipartite Settlement regarding revised of the wages of the part time sweeper was not considered by the management bank rather issued the circular dt- 09.12.2011 directing the branches to terminate the services of the part time sweepers in a most arbitrary manner. Accordingly the managers of Brahampur, Paliganj, Gorhana and Piro branches terminated the services of the above workmen w.e.f 31.12.2011 and they were stopped working thereafter. However, all the above workmen were continuously working in the respective branches from the date of joining till date of termination. Accordingly the action of the management in not regularizing the services of the above workmen as per Industry Level Settlement dated- 27.04.2010 is neither legal nor justified. It is further averred that all the above workmen are poor and had become overaged while with the working of management bank. The termination of the workmen is covered under section 2 (OO) of the Industrial Dispute Act, 1947. It is further stated that seeing no scope of redressal of grievances, all the above workmen raised an Industrial Dispute through sponsoring union as per the provisions of Industrial Dispute Act, 1947. Conciliation officer tried his level best to settle the dispute, but due to the non-compromising attitude of the management, the conciliation proceedings ended in failure. After receiving the failure of conciliation report, the appropriate government referred the grievances of the workmen to this tribunal for adjudication. It is further stated that the action of the management in terminating the services of the workmen is neither correct nor valid on the following grounds:-

- (i) The management violated the mandatory provisions of section-25F.
- (ii) The management did not follow the provisions of 9th Bi-partite Settlement.
- (iii) The management resorted to unfair labour practice as per section-25 (T) of the I.D. Act.
- (iv) The management failed to follow the principle of 'equal pay for equal work' as per Article 39 (d) of the Indian Constitution.

The workmen seek following reliefs:-

- (a) Reinstatement as a part time sweeper on 1/3rd wages of a full time Subordinate Staff with full back wages.
- (b) Regularization of services as a part time sweeper on 1/3rd wages as per the provisions of 9th Bipartite Settlement.
- (c) Payment of a sum of Rs. 10000/- for contesting the dispute.
- (d) Any other relief (S) as deems fit and proper by this tribunal.

3. On the other hand the management bank filed written statement mentioning therein the dispute raised by the above workmen against the management of Madhya Bihar Gramin Bank is bad in law and erroneous on facts and thus is not maintainable. It is further stated that the workmen are not entitled for any reliefs as claimed as no cause of action has arisen. It is further stated that as per claim of the workman Sanjeev Singh in the branch of Brahampur he has worked from 01.08.1985 to 31.12.2011 and subsequently he claimed he has worked at Brahampur branch from 01.08.1985 to 31.12.2011. However, the fact is branch of Brahampur was opened on 25.03.2014 hence the claim of the workman Sanjeev Singh is not correct and like wise Sri Ajay Kumar the workman as claimed for his working in Gorahana Branch from 01.07.2004 to 31.12.2011 while the said branch is opened on 26.03.2016. Accordingly his claim is far away from the truth. It is further stated that bank is a public sector undertaking and is governed by the rules & regulations framed by the Govt. of India. Any appointment can be made by it in terms of guideline / rules laid down by the Govt. of India. There is no scope of oral appointment in the bank which is evident from regulation of Madhya Bihar Gramin Bank (Officers & Employees) Service regulation, 2010. It is further stated that the workmen have been not claimed issuance of any appointment letter in their favour and thus their cases do not come within the purview of section 2(OO) of the I.D. Act rather it come within section 2 (OO (bb) for which no industrial dispute is permissible as the so called workmen are not retrenched workmen. It is further stated that the work of cleaning and sweeping in branches was need base and it was to be taken by any available labour. It is further stated that there are no record of engagement / oral appointment of the above workmen in the concerned branches. So the claim of workmen discharging their duties as a part time sweeper is not correct. It is further stated that messenger(s) were posted in the concerned branches and they were allotted duties of cleaning of premises, stitching and sealing of vouchers, maintenance of records etc. It is further stated that the wages revision is available only for the permanent and regular employees in terms of existing rules and regulations and guideline Govt. of India. Board of directors reviewed and revised the charges for cleaning the charges for cleaning charges for the bank premises. The claim of the workmen there separate signatures were being taken in the respective branches is totally incorrect. As branches used to maintain the record of payment on a separate registers. It is further stated that workman unions / associations of the Regional Rural Banks do not represent industry level settlement or wage revision settlement before the Indian Bank's Associations. It is further asserted that the above workmen were never appointed, hence the claim for termination does not arise. Since the workmen were never appointed by the bank hence question of their termination does not arise. It is further asserted that dispute raised by the applicant /workman was not justified as they were not workmen of the bank hence the matter of conciliation does not arise. The management bank never commit any unfair labour practice so the allegations of workmen is totally false and baseless. It is further stated that similar matter of dispute raised before the Assistant Labour Commissioner vide Ref. No.- 1/66/12/ALC-1 by Vinod Paswan, Amar Kumar & Others and preferred writ application before the Hon'ble Patna High Court vide CWJC No.- 23216 of 2012 for similar issues and the Hon'ble Patna High Court was pleased to dismiss the writ application by order dt- 04.01.2013. Photo copy of order is annexed. It is further stated that the so called workmen have been never worked as part time sweeper in the bank and as such the relief sought for reinstatement of their services in the bank, has no relevance and therefore its fit to be dismissed. It is further stated that so called workmen are not employee of the bank as they have never been appointed by the bank as part time sweeper so there was no relationship of employer and employee between them. Accordingly the workmen are not entitled for any relief as claimed.

4. Having considered the statement of claim filed by the workmen and written statement filed by the management sides the following issues are recasted for the adjudication

- (i) "Whether the complainants Sri Sanjeev Kumar Singh, Sri Bijendra Kumar, Sri Ajay Kumar and Sri Sachidanand Singh have ever worked in their respective branches of Brahampur, Paliganj, Gorahana and Piro as per their claim?"

- (ii) "Whether action of the management of Madhya Bihar Gramin Bank to terminate the services of workmen Sri Sanjeev Singh, Sri BijendraKumar, Sri Ajay Kumar & Sachidanand Singh is legal and valid?".

5. In order to establish their claim, the workmen side examined altogether two witnesses namely Bijendra Singh (W.W-1) and Sachidanand Singh (W.W-2). Besides, oral evidence of workmen side have filed some document of the complainants i.e marked as Exts.:-

- (i) Ext.- W- Credit vouchers from 31.01.2014 to 31.12.2011 (Total number of pages- 22) in the Paliganj branch.
(ii) Ext.-W/1- Credit vouchers from 30.01.2010 to 31.12.2011 (Total number of pages-21) in the Paliganj branch.

6. On the other hand management also examined three witnesses from its side who are namely Abhinay Kumar Singh (M.W-1), Mazhar Hussain Ansari (M.W-2) and Bhuwaneshwar Prasad Mishra (M.W-3). Besides, oral evidence the management sides also filed some documents i.e marked as Exts.:-

- (i) Ext.- A- Circular No.- 7/2001 dt- 13.03.2001 (personal& Training Deptt.) of erstwhile Bhojpur Rohtas Gramin Bank, H.O regarding cleaning of bank premises and office.
(ii) Ext.-B- Circular No.- 10/2005 dt- 21.07.2005 (HRDD) of erstwhile Bhojpur Rohatas Gramin Bank, H.O. regarding cleaning of bank premises and office in the light of circular no.- 7/2001.
(iii) Ext.-C-Circular No.- 23/2008 dt- 27.09.2008 of Madhya Bihar Gramin Bank, H.O regarding cleaning of bank premisesand office power invest to the scale I / II of inchargeofficer of the branches and fixed the wages.
(iv) Ext.-D-Circular No.- 01/2011 dated- 06.01.2011 (HRDD) of Madhya Bihar Gramin Bank, H.O. regarding cleaning of bank premises in the light circular no.- 23 / 08 dt- 27.09.2008.
(v) Ext.-E-Circular No.- 04 / 2011 dt- 22.02.2011 in the light of circular no.- 23 /2008 dt-27.09.2008.
(vi) Ext.-F-Letter No.- 6630 to 6637 dt- 09.12.2011 direction given to the Arrah, Aurangabad, Bhabhua, Biharsharif, Gaya, Nawada, Patna, Sasaram branches for cleaning of bank premises in the light of circular no.- 23 / 2008 dt- 27.09.2008 and circular no.- 04 / 2011 dt- 22.02.2011.
(vii) Ext.-G-Licence N0. BL (PAT) / MB-137 /2014-15 dt- 12.11.2014 & G/1. and Licence No. BL. (PAT)-66 / 2012-13 dt- 13.06.2013 (In exercise of the powers conferred on the Resrve Bank of India under section-23 read with section 51of the Bank Regulation Act, 1949, the Madhya Bihar Gramin Bank is authorised to open a branch at Barahampur, Dist- Patna and Gorhana, Dist.- Bhojpur, Bihar State).

7. First of all this tribunal takes the issue no.-1 this tribunal finds that four complainants raised this dispute showing they have worked in different branches of Madhya Bihar Gramin Bank but out of four complainants only two complainants turned-up and they adduced evidence. First of all this tribunal securitizes the evidence of W.W-1 Bijendra Kumar who stated before this tribunal that he has worked at the Paliganj branch of Madhya Bihar Gramin Bank from 01.07.2006 to 31.12.2011 and he was doing the job of part time sweeper as he used to open the bank premises, cleaning the bank premises. He also served water & tea to the staffs and some time he also distributed the deposit and withdrawal form to the customers as per instruction of the branch manager. He further stated that some times he accompanied the branch manager when the branch manager went in field for loan recovery purposes. This witness further stated that initially he received Rs. 500/- P.M as wages that gradually enhanced of Rs. 1600/- P.M. This witness further stated that he has submitted the vouchers in 22 pages that shows that the amount used to withdrawn by the manager and later on it was given to him and all the vouchers as enclosed in 22 pages as marked as Ext.-W. This witness further stated that no notice and notice pay has been given to him by the bank before terminating his service.

In para-8 of the cross-examination this witness categorically admitted that he did not file any documents regarding his working in the said branch from 01.07.2006 to 31.12.2011 and he further stated in para-9 of the cross-examination he has also not given any proof of continuous working of 240 days in the said branch before 31.12.2011 because this type of document is not provided by the branch manager. In para-12 of the cross-examination this witness admits that the payment vouchers he has proved as Ext.-W series over which there is no signature and further he denied that his claim is not correct.

8. W.W-2 Sachidanand Singh who claim to work as a part time sweeper in the Piro branch of Madhya Bihar Gramin Bank from 19.05.2004 to 31.12.2011 and he further stated that there was no other part time sweeper was posted in the said branch during his serving tenure. This witness further stated that he used to discharged his duties from 9.00A.M to closure of the bank and he used to discharge the duties of cleaning bank and of different work as per the instruction of manager sahab. He has further stated that he initially got Rs. 500/- P.M waes that was enhanced gradually to Rs. 1600/- P.M. This witness further stated that manager sahab used to withdraw money by vouchers and the same was paid to him. This witness proved the payment vouchers bearing signature of then branch manager M.H. Ansari i.e 21 pages marked as Ext.-W/1. This witness further state that when ever he received payment for his service,

manager sahab used to obtain his signature in a separate copy. He also admitted that he has been orally appointed and when his services was taken away by the bank. He did not get notice or notice pay and he has further stated that after terminating his service some private agency started sweeping work in the bank. In cross-examination this witness categorically admitted that he was orally appointed in the said branch no document was given to him and in para-11 of the cross-examination this witness admits that the vouchers he produced before this tribunal bears his no signature and he further denied that this is not fact that he has not worked 240 days in the bank.

9. Now this tribunal securitizes the evidence of management side M.W-1 Abhinay Kumar Sinha who is the manager of Madhya Bihar Gramin Bank of its head office. He stated before this tribunal that he is posted in the head office of Madhya Bihar Gramin Bank from 28th May 2014. This witness further stated that there is no provision of oral appointment in the Madhya Bihar Gramin Bank and no Branch Manager is authorised to appoint any person. This witness further stated that some circular issued by the head office of the Madhya Bihar Gramin Bank regarding cleaning of the premises of the branches. This witness stated that the Branch Manager used to make payment to the cleaning staff after withdrawing the money from non specified expenditure head.

In cross-examination this witness categorically stated in para-7 is that he has never posted in Patliputra Gramin Bank and he never visited the branches of the complainant. In para-8 of the cross-examination this witness categorically stated that he does not know the complainants of this case and he never saw Bijendra Kumar doing any service in Paliganj branch. In para-11 of the cross-examination this witness admits that he does not know whether the complainant comes under the provision of workman accordingly to the Industrial Disputes Act.

10. M.W-2 Mazhar Hussain Ansari who deposed before this tribunal on 21.04.2016 and he claimed he is the Branch Manager of Kayamnagar branch of Madhya Bihar Gramin Bank. This witness stated that he was posted in Piro branch from 16.07.2009 to 12.04.2010 as a branch manager. This witness also stated that there is no provision of oral appointment in the bank and no bank manager is authorised to appoint any one. This witness further stated that there was circular of head office any branch manager can engage any person for cleaning purposes of the branches. This witness also stated when ever he took the service of any workmen for cleaning purposes, he used to make payment from his pocket and the same amount he used to withdraw from the bank vouchers. This witness further stated that he does not know the Sachidanand Singh and he never took his service for cleaning service.

In cross-examination this witness categorically stated that he payment of part time sweeper was given according to circular of the bank and the bank has enhanced payment from Rs. 750/-P.M to Rs. 1600/- P.M in para of the cross-examination this witness admits that there is no instruction given in the circular that Branch Manager will give the payment to the cleaning staff from his pocket and later on he will withdraw the amount from the bank.

11. M.W-3 Bhuwaneshwar Prasad Mishra he was examined on 19.05.2016 at that time he was branch manager of Dulhin Bazar branch of Madhya Bihar Gramin Bank. He stated before this tribunal that he was posted at Paliganj branch from 2007 to May 2010. The cleaning staff was called for the cleaning of the premises. This witness further stated that bank never took the service of one person for cleaning purposes and he never took the service of Bijendra Kumar. This witness further stated as per the circular the payment of cleaning staff, the amount was withdrawn by the bank and the same is paid to the cleaning staff once in a month. This witness further stated that no payment was made through vouchers. This witness further stated that one Narendra Kumar was posted as messenger in Paliganj branch during his tenure.

In cross-examination this witness admits in para-9 that Bijendra Kumar the complainant has claimed he was worked in the bank from 2006 to 2011 and he has claimed to regularise his service. In para-11 of the cross-examination he does not know some other person has claimed to work in Paliganj from 2006 to 2011. In para-12 of the cross-examination he admits that he used to make payment to the cleaning staff according to the circular of the bank and he used to pay once in the month. Initially it was Rs. 750/- P.M wages for cleaning staff that was enhanced of Rs. 1600/- P.M through circular. In para-14 of the cross-examination this witness categorically stated that the union of the bank has put the demand before the management the services of cleaning staff should be permanent at the salary of 1/3 of permanent sub-staff but bank has terminated the working of the cleaning staff from 31.12.2011. In para-15 of the cross-examination this witness admits that the case of Bijendra Kumar is according to the demand of the union i.e in the 9th Bi-Partite Settlement.

12. On scrutinizing the evidence of the both the sides this tribunal finds that the complainant Bijendra Kumar clearly stated he was worked in Paliganj branch from 01.07.2006 to 31.12.2011 as a part time sweeper and he also admits that he was orally appointed and his service his taken by the then Branch Manger and he was paid by the Branch Manger after obtaining the payment amount through vouchers and respective Branch Manger never took his signature on the vouchers. In this connection this management has filed vouchers from 30.01.2010 to 31.12.2011 which is marked Exts-W series of 22 pages that shows that Rs. 750/- P.M was withdrawn by the bank manager of Paliganj branch bearing signature and seal from 30.01.2010 to 28.02.2011 each months and further vouchers from 31.03.2011 to 31.12.2011 show Rs. 1600/- P.M was withdrawn by the Branch Manger for the cleaning of the purposes for the cleaning staff. This vouchers corroborated the claim of the complainant, Bijendra Kumar has worked at Paliganj branch and he received the amount accordingly as per the circular of the bank i.e also admitted by M.W-3 Bhuwaneshwar Prasad Mishra who was also marked as a Branch Manager, in Paliganj Branch from 2007 to 2010.

Moreover, M.W-3 also admits that the case of the Bijendra Kumar as per the demand of union i.e enshrined in 9th Bi-partite Settlement and this witness also admits that the bank has terminated the services of cleaning staff from 31.12.2011. Thus this tribunal finds and hold that there is no evidence produced by the bank side that could show Bijendra Kumar has not worked in the Paliganj Branch from 01.07.2006 to 31.12.2011.

13. So far as case of complainant Sachidanand Singh W.W-2 is concerned he claimed he has given his service to the Piro branch as a part time sweeper from 19.05.2004 to 31.12.2011 and also claimed there was no other part time sweeper posted in the said branch. He also admits that he used to get monthly wages payment from manager as the then manager used to withdraw money through vouchers and the same is paid to him. He also filed some payment vouchers of Piro Branch of Madhya Bihar Gramin Bank i.e marked as Ext.-W/1 series that also show that the Branch Manager used to withdrawn the money through credit voucher of Rs. 750/- P.M was withdrawn from 30.01.2010 to 28.02.2011 and further the then manager of Piro Branch has withdraw Rs. 1600/- from 29.04.2011 to 28.12.2011 for the cleaning staff that is also admitted by the management witness.

14. This tribunal further finds that W.W-2 as clearly stated no notice or notice pay was given prior to the termination. Virtually the evidence of this witness has not been controverted by the management side. M.W-2 who has served from Piro Branch from 16.07.2009 to 12.04.2010 also could not controverted the version of complainant Sachidanand Singh W.W-2 regarding his working at Piro Branch rather M.W-2 admitted this facts the payment of part time sweeper was given according to the bank circular i.e also admitted by the workman and documents filed by the management sides on the request of the workman also suffice this facts the manager used to withdrawn wages payment for the cleaning staff and the same be given to the cleaning staff without obtaining his signature this version of the management witness itself shows that Sachidanand Singh workman (W.W-2) also discharged the duties of part time sweeper at Piro Branch as per his claim. This tribunal further finds that the documents filed by the management regarding the payment of wages for cleaning staff as per prayer of the workman sides also corroborated the workman Sachidanand Singh has discharged his duties at Piro branch because no other complainant has ever filed such type of dispute moreover, management side also did not produce any cogent evidence the payment of wages for clerical staff is given to other daily wagger other than Sachidanand Singh.

15. So far as the complainant Sanjeev Singh and Ajay Kumar is concerned, this tribunals find that both the complainant/ workman did not turn-up before this tribunal to prove his case moreover, the management side categorically opposed their claim disclosed this facts the branch of Brahampur and branch of Gorhana are opened on 25.03.2014 and 26.03.2013 respectively. However, the claim of these two workman is otherwise so their case is not at all considered on this score only. This tribunal further finds that both the workman namely Bijendra Kumar and Sachidanand Singh has successfully established this fact they have worked in Paliganj and Piro branch respectfully as per their claim accordingly the issue no.-1 is decided in their favour.

16. So far as issue no.-2 is concerned i.e the main dispute whether termination of the workmen by the management from 31.12.2011 is legal and justified, this tribunal finds that complainant Bijendra Kumar has worked at Paliganj upto 31.12.2011 and he has discharged his duties of part time sweeper and other works as per oral instruction of the Branch Manager and further complainant Sachidanand Singh also discharged his duties of part time sweeper at Piro branch from 19.05.2004 to 31.12.2011 when the services of the both the complainant / workman got to be terminated by the management without assigning any reason and without giving any notice and notice pay. However, it is clearly established that both the workman Sri Bijendra Kumar and Sachidanand Singh getting wages payment of part time sweeper as per circular of the bank initially it was paid Rs. 750/- and when their service were taken up both were getting Rs. 1600/- P.M i.e well established by the vouchers produced by the management side marked Ext.-W & W/1 respectively. The oral evidence and documentary evidence clearly shows that both the workman were served in their respective branches for more than 240 days in one calendar year preceding the termination of service i.e 31.12.2011. The circulars filed by the management side shows that the circular no.- 10/2005 dt- 21.07.2005 (Exts.- B) show that the branches manager is authorised to disbursed Rs. 500/- P.M for cleaning purposes from July-2005. Circular No.- 23/2008 dt- 27.09.2008 i.e (Exts.-C) authorised the branch manager of Madhya Bihar Gramin Bank to paid Rs. 750/- P.M for cleaning staff. Circular No.- 01/11 dt- 06.01.2011 i.e (Extx.- D) also shows that managers their authorised to make of Rs. 750/- P.M for the cleaning purposes and Circular No.- 04/2011 dt- 22.02.2011 i.e (Exts.- E) enhanced the payment of wages for cleaning purposes Rs. 750/- P.M to Rs. 1600/- P.M. This tribunal finds that both the workman have received payment of wages for their services of part time sweeper in their respective branches according to the circular guidelines by their respective Branch Manager and this is admitted by the workman as well as management witnesses. This tribunal further finds that both the workman have discharged their duties of part time sweeper at respective branches Paliganj and Piro. Continuously more than 240 days and when their services is not taken up by the bank from 31.12.2011 this is the clear cut violation of the section-25F of the Industrial Dispute Act,1947 i.e **Condition precedent to retrenchment of workmen:- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until,-**

(a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

1[***]

(b)the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay 2[for every completed year of continuous service] or any part there of in excess of six month; and

(c)Notice in the prescribed manner is served on the appropriate Government 1[for such authority as many be specified by the appropriate Government by notification in the Official Gazette].

This tribunal finds and hold that both the workman has successfully establish they have been terminated from their services without any notice and notice pay. On scrutinizing the available evidence by both the sides this tribunal finds that there were need of cleaning staff at Paliganj and Piro branches that's why management bank is taken the service, of Bijendra Kumar at Paliganj branch and service of Sachidanand Singh at Piro branch from so many years till 31.12.2011 and all of sudden they have told by the bank not to continues at the their respective branches also amounts unfair labour practice adopted by the management bank.

17 On the ultimate analysis of the facts and circumstances of the case and the materials available on the record as discussed above and the points as raised by the representative of the workmen as well as management this tribunal finds and hold that both the complainant / workman Sri BijendraKumar and Sachidanand Singh who is discharged their services as part time sweeper at Paliganj (period - 01.07.2006 to 31.12.2011)and Piro branches (period – 19.05.2004 to 31.12.2011) respectively. It is also well established by the both the workmn that they were orally appointed in their respective branches and they were getting payment of wages on monthly basis as per bank circulars. Accordingly both the complainant /workman have successfully proved their claim by the oral and documentary evidence and management is completely failed to challenge the validity of the claim of the workman Bijendra Kumar and Sachidanand Singh. Accordingly this is the considered opinion of this tribunal both the workman Bijendra Kumar and Sachidanand Singh have succeeded to prove their cases as Bijendra Kumar has given his service to the Paliganj branch as part time sweeper from 01.07.2006 to 31.12.2011 and complainant / workman Sachidanand Singh has given his service to the Piro branch as part time sweeper from 19.05.2004 to 31.12.2011 and both have served the respective branches more than 240 days preceding the termination on 31.12.2011. Accordingly this tribunal holds that action of the management of Madhya Bihar Gramin Bank in terminating the services of workman Bijendra Kumar and Sachidanand Singh is neither legal nor justified. Accordingly the management bank is directed to reinstate the workman Sri Bijendra Kumar and Sachidanand Singh to their services from the date of termination i.e. 31.12.2011 as a part time sweeper and make payment as per prevailing salary I,e 1/3 of full time sub-ordinate staff as per terms of 9th Bi-partite Settlement. Since complainant / workman Ajay Singh and Sanjeev Singh did not turn-up before this tribunal to establish their claim as per terms of reference. It is clearly indicative to this fact that they have no grievance from the management bank, accordingly “No Dispute Award” is passed for the two complainant / workman namely Ajay Kumar and Sanjeev Kumar Singh. The management is further directed to implement the award within 60 days from the date of its publication of award.This award is effected after date of publication in gazette.

This is my award accordingly.

Dictated &Corrected by me.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 20 फरवरी, 2024

का.आ. 378.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट (12 (C) of 2015) 09 (C) of 2004) प्रकाशित करती है।

[सं. एल-12011/242/2003-आईआर-(बी-II)]

सलोनी, उप निदेशक

New Delhi, the, 20th February, 2024

S.O. 378.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12 (C) of 2015) 09 (C) of 2004) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12011/242/2003-IR(B-II)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

Reference Case No.:-12 (C) of 2015

09 (C) of 2004

Between the management of UCO Bank, Regional Office, Bhagalpur Sabour Road, Bhagalpur and their workman Sri Vishnu Kant Jha represented by UCO Bank Employees Association, Exhibition Road, Patna.

For the management:- Sri Praveen Kumar, Advocate.

For the workman:- Sri Birendra Kumar Jha, Advocate.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 22nd December, 2023.

By the adjudication order no.- L-12011/242/2003-IR(B-II) New Delhi, dated- 28.06.2004 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2K) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of UCO Bank, Regional Office, Bhagalpur Sabour Road, Bhagalpur and their workman Sri Vishnu Kant Jha for adjudication to this tribunal.

SCHEDULE

“Whether the Claim of UCO Bank Employees Association that Shri Vishnu Kant Jha was engaged to perform the duties of Sub-staff during 1996-1998 with the management of UCO Bank is correct? If so, whether the management’s action to terminate him from service is justified? If not, justified, what relief is the disputant concerned entitled to?”

2. As per written statement of the workman side, the worker case in short is that Sri Vishnu Kant Jha, the workman, was orally appointed to discharge the duties of a peon at currency chest of UCO Bank, Tilka Manjhi, Bhagalpur w.e.f. 01.10.1996. The workman further asserted that he discharged his duties from 10.00 A.M to 6.00 P.M, Wages were paid to him through vouchers of different narrations. The workman further claims that he worked there till 25.05.1998 uninterruptedly at currency chest as no other peon was posted there but he was stopped to work on 26.05.1998. He further claims that he worked for over 240 days in a calendar year preceding to termination so his termination is covered u/s- 2 (OO) of the Industrial Dispute Act, 1947 Further no notice / notice pay and retrenchment compensation was given to him. Accordingly his termination is illegal and unjustified for violation of section 25(F) of the I.D.Act. Moreover, bank also played unfair labour practice. The workman further prayed for reinstatement with back wages and regularisation of his service as a peon under bank sub-ordinate cadre. He also sought relief for the payment of due wages for the period of his working.

3. On the other hand the management also filed his written statement and denied the claim of the workman. It is further averred in the written statement that for efficient working in the Bank in the case of electricity failure, a Generator set was installed on rental basis under agreement with a private party. The duty was on the owner to maintain, operate and supply electricity from 10.00A.M to 6.00 P.M. It is further asserted that the worker was engaged by owner of the generator set and was paid salary by him. While he sat idle during the bank hours, the bank at his request used to take Misc. work from him on payment by way of Collie charges, labour charges and electric fitting charges out of contingency/ miscellaneous head. The fact is, the worker was never appointed by the bank in any capacity. He was instead an employee of Generator owner. It is further asserted that there was no relationship of Employer and Employee between bank and so called worker. The miscellaneous work also was not taken for 240 days in the calendar year. Thus workers claim is misconceived and there was no termination under law and no unfair labour practice is done by the bank management. Accordingly, worker is not entitled for any relief.

4. It is worth mentioning here that initially after taking into consideration the worker’s claim and written statement filed by the management and further after analysing the evidence as adduced by the rival parties, the worker and the management, this tribunal has passed award on 3rd June, 2005 in Reference Case No.- 09(C) of 2004 with a findings the worker is not entitled to any relief. Subsequently, the workman Vishnu Kant Jha filed writ application i.e CWJC No.- 14736 of 2005 in the Hon’ble Patna High Court and the Hon’ble Court upheld the tribunal order of award vide order dt- 10.07.2012. Thereafter workman Vishnu Kant Jha filed LPA and his LPA was allowed. vide CWJC No.- 14736 of 2005, Double bench of the Hon’ble Court remanded back the case to this tribunal with direction to management to examine two Generator owner M/S Amarnath Choudhary and Irshad Alam and further set aside the impugned award and also set aside

the order of the learned Single Judge of Hon'ble Court. The Hon'ble Court also held in its order dt- 24.07.2015 setting aside of the award will not entitle the workman to claim reinstatement until a fresh award is passed reinstating him.

5. Both parties adduced evidence and contested the reference. The management side examined altogether three witnesses namely Sri Bhola Pd. Sah, Assistant Manager from 1993 to 1997 (M.W-1), Sri Anjani Kumar Tiwary, the then Currency Chest Officer (M.W-2) and Sri Gyananand Sharma, the Currency Chest Officer since 14.04.2001 (M.W-3). Besides management some documents got to be proved by the management side namely Ext.-M (Statement of some Bank Employees recorded by L.E.O (C), Bhagalpur with enquiry report) and Ext.-M/1 (Details of payment (Ext.-M/1 & Ext.-W/3 series are the same documents). On the other hand initially union has examined together two witnesses in support of the claim who are namely Sri Anil Kumar, computer operator of UCO Bank, Tilkamanjhi from June-1990 as (W.W-1) and Vishnu Kant Jha is the workman himself (W.W-1). Some documents was also Extd. From the workman sides i.e Ext.-W ((Union letter dt- 09.04.2003) to ALC (Central), Patna thereby raising dispute), Ext.-W/1- (Details of payment made to worker), Ext.-W/2 (Letter dt- 25.05.1998 of Tilka Manjhi Branch to Regional Manager, Bhagalpur) and Ext.-W/3 to W/3-14 (Payment vouchers in worker's favour). Letter on by order of Hon'ble Court passed in CWJC No.- 14736 of 2005 dt- 24.07.2015 Dasti Summon was issued to the workmanside to produce witness namely Mr. Amarnath Choudhary and Irshad Alam the generator operator at UCO Bank of Tilka Manjhi branch but only Mr. Amarnath Choudhary turned-up. Who deposed before this tribunal as a W.W-3.

6. Workers case in his written statement is that he was orally appointed to discharge the duties of peon at currency chest of UCO Bank, Tilkamanjhi, Bhagalpur from 01.10.1996 and he performed the duties of sub-staff was uninterruptedly till 25.05.1998 and he also claimed he worked for over 240 days preceding his termination so his termination is covered u/s-2(OO) of the I.D.Act and it is bad and illegal as he was not given any notice / notice pay and retrenchment compensation. However, on the contrary management side categorically stated in their written statement the worker was never employed by the bank rather he was operating generator installed in the branch on hire by a private person, and of course, the bank has take his services for some misc. work in the bank on the payment from contingency and as when required like collie or labour charges. He was never appointed by the bank in any capacity.

7. Considering the rival contentions of the parties, this tribunal finds that the onus thus vests on worker to prove that he was appointed to discharge the duties of a peon of currency chest and there was master and servant relationship between the two. If this aspect of this case is established only then the question relating to section 25(F) will come into play.

8. On perusing the written statement of the worker side and his evidence. Worker failed to narrate, who actually appointed him in the bank and even there is no documents as well to Ext. his appointment. Moreover workman (W.W-2) himself keeps mum on this point. W.W-1 also does not say who engaged the worker in the bank and took the services of currency chest as per worker's claim. W.W-1 being executive member of the union also failed to establish how the worker was inducted in bank working and who made his appointment. The documents Ext.-W/3 series shows the payment made by bank to the worker for his services taken between 12.10.1996 to 02.05.1998 it clearly shows that the worker was paid Rs. 30/- for electric fitting charges, Rs. 25/-, Rs.45/-, Rs.35/-, Rs.60/-, Rs.30/-, Rs.50/- per day towards collie charges Rs.60/- for chemical filling, Rs. 65/- for working on one Sunday, Rs. 35/-, Rs.25/- or Rs.41/- for sweeping charges. Besides this workman has been paid also on some occasions for work in absence of one Ghanshyam. The above details of payments clearly suggest that the payment was not uniform and in absence of above Ghanshyam he did work in his place on certain dates. Moreover, it is evident that irregular and un-even payments are quite suggestive of the fact he was paid only in proportion to the work done by him as collie and labourer. Moreover the management side have fairly admitted to have utilized the services of workman as and when required just to support him financially when he was sitting idle. From oral evidence and documentary evidence as placed by the workman side this tribunal does not find any cogent and concrete evidence that he could establish he was employed and utilized by the bank as sub-staff and it is also not established by the workman, he worked for 240 days continuously in one calendar year preceding his alleged termination.

9. After remand of this case by the order of Hon'ble Court the workman side produced Mr. Armanath Choudhary only who admitted this fact he was operating generator in UCO Bank, Tilkamanjhi, Bhagalpur from 1994 to 1998 and also reported Vishnu Kant Jha was not his staff but he did not give clear picture from when the Vishnu Kant Jha was engaged in the bank and what was his duties in the bank, so the evidence of Amarnath Choudhary the generator owner also does not look convincing and reliable at all taking into consideration the workman claim as he was serving as sub-staff in currency chest of UCO Bank.

10. On the other hand the management evidence appears more emphatic and clear as M.W-1 was Branch Manager at Tilkamanjhi Branch upto 1997 who clearly stated that the workman used to operate the generator installed by Amarnath Choudhary (W.W-3) and there after by Irshad Alam who did not come forward to depose inspite of Dasti Summons received by the representative of workman as per Hon'ble Court's order. This witness also stated that permanent peon was their in the bank and worker name was not in check off system. M.W-2 was the currency chest officer in the said branch from 02.08.1993 to January 1999. He categorically stated in his evidence. the worker was never utilized by him at currency chest of course he was paid carrying boxes when ever his services is taken for which he was paid. M.W-3 the present currency chest officer also stated in the same tune. This tribunal further finds that management's witnesses have fairly admitted that the worker some time performed misc. works of the bank for which payment was made i.e established from the payment details as filed by the management Ext.-M/1 and the workman Exts.- W/3 series. The management has

filed the Ext.-M report of LEO (Central), Bhagalpur together with the statement of different employees of the said branch to the effect that the worker was operating the generator set installed in the branch and some times at the instruction of the branch manager did work of carrying boxes (Collie work).

11. Thus on the ultimate analysis of the facts and circumstances of the case and the materials available on the record and the evidence as adduced on behalf of the rival parties before this tribunal clearly establish that worker's claim that his service were utilized by the management at the currency chest, is not at all established and proved and same has to be out rightly rejected. The evidence also indicates that the workman was never appointed by the bank orally or otherwise as claimed by the workman. Thus in absence of any cogent evidence in support of his employment as sub-staff in currency chest section of UCO Bank Branch Tilkamanjhi, Bhagalpur, this tribunal is of the opinion that there has been no relationship of master and servant or employer – employee between the parties at any point of time.

12. In view of the above discussions, this is the considered opinion of this tribunal that the claim of the UCO Bank Employees Association that the workers was engaged by the management to perform the duties of sub-staff during 1996-98 is totally failed and hence his claim is rejected. Accordingly, there is no point to consider as to whether management's action of alleged termination from service is justified or not. Accordingly worker Vishnu Kant Jha is not entitled to any relief whatsoever. This award is effected after date of publication in gazette.

This is the award accordingly.

Dictated & Corrected by me.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 20 फरवरी, 2024

का.आ. 379.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय पटना के पंचाट **(02 (C) of 2021)** प्रकाशित करती है।

[सं. एल-12025/01/2024-आईआर-(बी-1)-106]

सलोनी, उप निदेशक

New Delhi, the, 20th February, 2024

S.O. 379.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02 (C) of 2021) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2024-IR(B-I)-106]

SALONI, Dy. Director

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

Reference Case No.:-02 (C) of 2021

Between the management of (1) Chief General Manager, State Bank of India (New work-I), West Gandhi Maidan, Patna-800001 (2) Branch Manager, State Bank of India, Khagaria Bazar Branch, Mill Road, Dist.- Khagaria and Their workman Sri Sunil Kumar Sinha, S/O- Shri Ram Narayan Prasad, C/O- Sanjay Kumar Sinha (Principal), At- Lalpur (Aashirbad Bhawan), P.O- Chautham, PS- Chautham, Dist.- Khagaria. .

For the management:- Sri Ambarish Bhardwaj, Advocate.

For the workman:- Sri Vikash Mohan, Advocate.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 19th January, 2024.

By the adjudication order no.- 1/ID(2)/2021/Dy CLC-Pt dated- 25/27.01.2021 the Govt. of India, Ministry of Labour & Employment, Office of the Dy. Chief Labour Commissioner (Central), Maurya Lok Complex, A Block, 2nd Floor, Room No.-6,16,& 17, Patna-800001 has referred under clause (d) of sub-section-(1) of Section-10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as "the Act"), the following dispute between (1) Chief General Manager, State Bank of India (New work-I), West Gandhi Maidan, Patna-800001 (2) Branch Manager,

State Bank of India, Khagaria Bazar Branch, Mill Road, Dist.- Khagaria and Their workman Sri Sunil Kumar Sinha, S/O- Shri Ram Narayan Prasad, C/O- Sanjay Kumar Sinha (Principal), At- Lalpur (Aashirbad Bhawan), P.O- Chautham, PS- Chautham, Dist.- Khagaria for adjudication to this tribunal:-

SCHEDULE

“Whether the action of the management of State Bank of India to terminate the service of workman Sri Sunil Kumar Sinha is correct and valid? If not what relief the workman is entitled to?”

2. As per the statement of claim of the workman Sunil Kumar Sinha the workman was engaged from 01.11.2003 by the Branch Manager, State Bank of India, Khagaria as messenger and he worked in the said branch from 2003 to 2009. It is averred that the service of the workman was thoroughly satisfactory and the competent authority granted certificate with regard to satisfactory service as well as experience but the workman was stopped working in the said branch of the SBI from 2009. It is further asserted that the workman has discharged his duties more than 240 days in number of calendar years as such workman is entitled for regularisation for his service as per Industrial Dispute Act. The workman is also entitled for minimum wages from 2003 to 2009 as per provision of Minimum Wages Act. It is further asserted that the management of State Bank of India was exploiting the workman for six years but they have not given service to the workman which is illegal and arbitrary action of the bank. Thus workman is entitled for regularization of his service U/S- 25(B) of the Industrial Dispute Act. It is further asserted that workman filed a representation in the light of order passed in C.W.J.C No.- 4003 of 2009 but the representation of the workman has been rejected on the facts that workman was engaged for cleaning of ATM for few hours on daily wages which is factually wrong just to deprived the workman for regularization of the workman of his service. It is further asserted that certificate granted by Branch Manager, SBI, Khagaria clearly shows the workman has discharged the duties regularly. It is further asserted that one Durga Kumar was engaged by the bank in place of this workman i.e clearly a violation of the judgement of the Hon'ble Apex Court passed in case of State of Harayana Vs. Piara Singh wherein the Hon'ble Apex Court held that adhoc cann't be replaced by the another adhoc. As in the present case the bank has engaged the other adhoc in place of the workman. It is further asserted that the workman has been retrenched from the service by the bank without noticing to the workman which is against section-25(F) of the I.D.Act. Thus the management bank has adopted unfair labour practice. Accordingly workman's pleading be considered and direct State Bank of India (Management) to regularize the service of the workman from 2003 and further directed to pay full back wages and pass other order as tribunal may deem fit and proper for ends of justice.

3. On the other hand the management side filed written statement on 24.05.2022 stating therein the claim of the workman is not maintainable at all as the workman cann't be said to be workman of the SBI as he was never appointed by the competent authority of the bank and therefore termination of service of Sri Sunil Kumar Sinha does not arise. It is further asserted that SBI is the body corporate and constitution by the State Bank of India Act, 1955 passed by the appropriate legislature. As per section-43 of the Act, 1955, the State Bank of India has been empowered to appoint officers, advisers, employees, as it is considers necessary or desirable for the efficient performance of its functions and determine the terms of conditions of appointment of the service. It is further asserted that the petitioner had earlier filed a writ petition bearing C.W.J.C No.- 4003 of 2009 before the Hon'ble High Court and sought relief of regularization on the basis of working messenger w.e.f 01.11.2003 and also claimed salary in the pay scale of Rs. 4060 – 7560/- but on the prayer of the workman / petitioner the said writ petition was disposed of by the Hon'ble Court vide order dt- 28.04.2017 with a direction that if any representation is filed with supportive documents the authority concerned may examine the same and pass order in accordance with law as well as instruction of the bank preferably, within a three months from the date of filing. It is further asserted that the petitioner filed a representation on 29.05.2017 for absorption in the service, the said representation was dully redressed and securitized and speaking order passed by the competent authority of the bank on 28.08.2017 where by all the issues raised by the petitioner / workman was answered keeping in view the facts and applicable rules. It is further asserted that the claim of the workman is not true as he was never appointed as a messenger by the bank rendered his service in the khagaria branch of the SBI rather his service utilized for the cleaning of ATM Chamber and branch premisses for a few hours on daily wage basis and daily wages was paid to the workman through banker's cheque. Bank neither issued the appointment letter to Sunil Kumar Sinha in that capacity of messenger nor his name appeared on the rolls of the bank. It is further asserted that the certificate referred by the workman Sunil Kumar Sinha cann't form basis for his absorption in the services of the bank as the bank follows set rules / procedures for the purpose of appointing any person on any sanctioned post of the bank. It is further asserted that Sunil Kumar Sinha has never rendered his service to the branch for a continuously 240 days for one calendar years immediately preceding 2009. It is further asserted that the ratio propounded by the Hon'ble Apex Court of India in Uma Devi case is an authoritative pronouncement. No absorption, regularization or grant permanent status to temporary, casual, daily wagger or adhoc employee can be given without following due process of recruitment. Regularization cann't be claim as a matter of right. It is further asserted that Sunil Kumar Sinha was never appointed on any sanctioned post of the bank and therefore, there was no employer and employee relationship. Therefore, question for retrenchment u/s-25(F) of the Industrial Dispute Act does not arise. Even the petitioner / workman had not rendered is service continuously service of 240 days immediately preceding a calendar of this engagement of service as per claim i.e an essential ingredient of section-25(F) of the I.D.Act, 1947 to claim retrenchment benefits. Accordingly the claim of the workman is not tenable either in law or on facts.

4. In order to establish his claim, the workman examined himself only as a W.W-1. Besides, oral evidence, during course of the proceeding, workman got some documents marked as Exts. i.e:-

- (i) Ext. W- Payment details of from the year 2003 to 2009 i.e mentioned from page 15 to 78.
- (ii) Ext. W/1- The payment received by the workman through the banker cheque from 2003 to 2009 shown from page number 79 to 145.
- (iii) Ext.W/2- The conveyance bill and it is payment of dt- 16.02.2004, 17.02.2004, 17.03.2004, 26.03.2004, 31.03.2004, 05.04.2004, 30.09.2004, 14.10.2004, 15.10.2004, 15.10.2004, 18.10.2004, 19.10.2004, 20.10.2004, 21.10.2004, and 25.10.2004 from shown from page no.- 146 to 162.
- (iv) Ext.W/3- Certificate working of Sunil Kumar Sinha dt- 15.07.2006 given by the then Branch Manager Sri M.M. Prasad Sinha of the year 2003 to 2007.
- (v) Ext. W/4- The order of dt- 28.04.2017 passed by the Hon'ble Court in CWJC No.- 4003 of 2009.
- (vi) Ext. W/5- Application given by the Sunil Kumar Sinha to the Chairman, State Bank of India Corporate office, Mumbai and other top official including Branch Manager, SBI, Khagaria Bazar Branch for considering his representation to regularize his service.
- (vi) Ext.W/6- The order of the Regional Manager, SBI dt- 28.08.2017 on the representation petition given by Sunil Kumar Sinha as per direction of the Hon'ble Court passed in CWJC No.- 4003 of 2009.
- (vii) Ext. W/7- Bi-partite Settlement of dt- 27.10.1988 between SBI and All India Staff Federation.

5. On the other hand management side examined just one witness namely Santosh Kumar Sinha, Dy. Manager, SBI, Godda Banch and no documents is brought on the records by the management bank from its side during proceeding.

6. Now this tribunal Securitizes the evidence of workman Sunil Kumar Sinha (W.W-1) who filed his affidavit examination-in-chief and stated before this tribunal that he has been engaged by the Branch Manager, SBI, Khagaria Banch for working as daily messenger from 01.11.2003 and he has worked as a messenger in the said branch from year 2003 to 2009. This witness further stated that the then Branch Manager had issued a certificate of his working from of the year November-2003 to July-2006 that shows during the this period he has worked for 804 days in the said branch. This witness further stated that he also discharged the work of draft clearing as per instruction of the Branch Manager and whatever the bill of his conveyance is given by him that was paid by the bank. This witness further stated that he has worked 240 days in each calendar year from the year 2003 to 2008. This witness further stated that he has filed a CWJC No.- 4003 of 2009 before the Hon'ble Court for his regularization and for the minimum wages that was disposed of by the Hon'ble Court on 28.04.2017 with a direction to filed representation before appropriate authority of the bank (i.e proved Ext.-W/4) and thereafter, he file his representation before the management bank but his representation was disallowed that is also violation of Bi-partite Settlement (i.e proved as Ext.- W/6). This witness further proved the details of the payment of wages i.e from 2003 to 2009 shown from page no.- 15 to 78 filed by him i.e marked as Ext.-W. He further proved the payment he received through bank cheque from 2003 to 2009 i.e shown from page no.- 79 to 145 marked as Ext.- W/1. He further proved the details of his conveyance bill of the year of 2004 that is shown from his filed document page no.- 146 to 162 i.e marked as Ext.- W/2. This witness further proved the certificate of his working of the period of 2003 to 2007 showing 804 days given by the then Branch Manager Sri M.M. Prasad Singh on 15.07.2006 i.e marked as Ext.-W/3. This witness also proved his representation petition before the Chairman, SBI marked as Ext.-W/5.

In cross-examination he admits that for the regularization in the bank one has to work continuously at least 240 days. In para-21 of the cross-examination this witness admits that the attendance of staff of the bank was maintained in attendance register and through Biometric method and again he stated there was no attendance made through Biometric rather attendance register was maintained that was kept by accountant. In para-24 of his cross-examination this witness categorically admits that the certificate dt- 15.07.2006 shows he has worked 124 days in the year 2003-2004, 299 days in the year 2004-05, 297 days in the year 2005-06 and 84 days in the year 2006-07. In para-26 of the cross-examination this witness categorically stated he did not take any leave from 2004 to 2006. In para-29 of the cross-examination he has stated that he has filed an application and other persons also filed application but he was deputed by then Branch Manager Sri M.M. Prasad Sinha. In para-31 of the cross-examination this witness admits that he did not get any appointment letter for the post of messengers. In para-36 of the cross-examination this witness admits that he has written in the para-6 of his affidavit evidence he has worked 240 days in each calendar year from the 2003 to 2007 but the certificate given by the then Branch Manager shows he has worked only 124 days in the year 2003-04. In para-40 of the cross-examination this witness admits that he has enrolment number in employment exchange office. In para-44 of the cross-examination this witness categorically stated he used to receive the cash after verification of banker cheque. In para-50 of the cross-examination this witness categorically stated that who ever was in-charge of the bank, put his signature on the banker cheque. In para-52 of the cross-examination this witness categorically stated that he discharged the work of vouchers stitching and he also went for the clearing work to the

head office as per the instruction of the Branch Manager. He used to do the job hospitality and he used to pass the files and other stationary on the working tables of the staff and he further denied that he never discharge the work in the bank continuously 240 days.

7. On the other hand management side examined one witness namely Sri Santosh Kumar Sinha, Dy. Manager, SBI, Godda Branch as M.W-1. Who deposed before this tribunal on 16.11.2022. He stated before this tribunal that he was posted in SBI, Khagaria Branch from 1992 to 2010 and he was assistant there. This witness further stated that during his tenure Sunil Kumar Sinha was working as a casual daily wager for cleaning the bank premises but he can't say the mode of payment given by bank to the Sunil Kumar Sinha. This witness further stated that he does not remember the working hours of Sunil Kumar Sinha in the said branch. He also stated that he does not remember whether Sunil Kumar Sinha comes regular or occasionally. In cross-examination this witness admitted that in para-13 that the Ext.-W/3 of workman shows the certificate of working of Sunil Kumar Sinha as daily wager issued by the then Branch Manager but there is no seal over the said certificate (Ext.-W/3). This witness also admits in para-15 of the cross-examination Ext.-W/3 shows workman was a daily wager. The settlement document shown to him is of SBI. This witness further admits in para-17 of cross-examination the contents of settlement is effective but banker can change the rules time to time and in para-18 this witness categorically stated he does not know whether any settlement was effective after the 27.10.1998 and he further proved the Bi-partite Settlement of dt- 27.10.1998 marked as Ext.-W/7. This witness further admits in para-20 of the cross-examination the page no-15 of the Ext.-W shows the payment bill of the period 01.11.2003 to 10.11.2003.

8. It is argued on behalf of the workman that workman has come before this tribunal for settlement of his dispute with regards to regularization of service as well as payment of minimum wages attached to the post. It is further argued that the workman had worked for more than 240 days in consecutive two calendar years i.e 299 days in 2005-06 and 297 days in 2006 to 2007 i.e evident from the Ext.-W/3. His continuance working can be treated as continue service u/s 25 B of the Industrial Dispute Act. It is further argued that the certificate granted by the Branch Manager of the said branch is strong evidence the workman was engaged as daily wager messenger in the SBI Khagaria Bazar Branch i.e apparent from the rejection order dt-28.08.2017 passed by Regional Manager (Ext.-W/6). It is further argued that the management bank has not considered the Bi-partite Settlement agreement showing that Bi-partite Settlement effective for the limited period that is clearly false. One Ranjeet Kumar Tanti got appointment in 1997 who was similarly situated to the workman. It is further argued that workman is entitled for all kinds of protection under I.D.Act and it is well settled by the Hon'ble Apex Court it is not a duty of the management bank to exploit its workman because management is in higher position. Bank management also violated the article 16 (1) of the (equal of opportunity of all citizen in matter relating to the employment or appointment any office of the State. It is further argued that workman has thoroughly proved his engagement in the SBI, Khagaria Bazar Branch continuously from 2003 to 2009 by way of oral and documentary evidence accordingly the management action of terminating the service of Sunil Kumar Sinha is illegally and unjustified and so he is entitled for regularization of his service.

10. On the other hand it is argued from the management side initially workman filed a writ petition CWJC No.-4003 of 2009 before the Hon'ble High Court, Patna and sought relief of regularization w.e.f 01.11.2003 and also claim salary pay scale Rs. 4060 – 7560/- from 01.11.2003. The said writ petition was disposed of on 28.04.2017 with a direction that if any representation is filed with supportive documents, the authority concerned may examine the same and pass order in accordance with law within a period of three month from the date of filing of such representation. It is further argued that the workman filed his representation on 29.05.2017 for absorption of his service in the bank. His representation was dully redressed with a speaking order dt- 28.07.,2017 discharging the workman claim is not tenable and acceptable as per banking norms and rules. It is further argued that the fact is workman / claimant is never appointed as a messenger rather the service of workman was utilized for cleaning ATM Chamber and branch premises for a few hours of the bank premises and he was paid through banker cheque for his service as a daily wage. It is further argued that the claimant is failed to prove that he has rendered continuous service for 240 days in any capacity part time / full time basis on any sanctioned post hence he can't be said to have been retrenched u/s-25F of the I.D.Act. It is further argued that workman has failed to bring any cogent evidence to prove that he has rendered his service continuous for 240 days in a calendar year preceding to year 2009 as per the claim of the disengagement i.e essential of section-25F of the I.D.Act to claim retrenchment benefits. It is further argued that the workman has admitted in his affidavited evidence (para-6). He has worked 240 days in each calendar year 2003 to 2008 but letter of 15.07.2006 has proved by the workman clearly shows he has worked for 84 days in 2006-07 and there is no authentic proof given by the workman of the year 2007-08. Hence his version regarding continuous working is not at all acceptable as the workman has not come before this tribunal with clean hand. It is further argued that SBI is the statutory body the recruitment of the staff of the SBI is always as per the rules and guidelines. Facts is workman is never employed by the bank he was not an employee of the bank so procedure of retrenchment does not apply to a person on a daily wager. It is also argued by the management side that as per the judgement passed by the Hon'ble Apex Court in Uma Devi case no casual workers should be regularised by the courts or the State Government as per constitutional provisions all the citizens of this country have right to contest for the employment and temporary and casual workers have no right to seek for regularization. It is further argued from the management side the Hon'ble Apex Court held in "**Haryana Urban Development Authority Vs Om Pal**"(AIR 2005 SC 475) despite a wide

discretionary power conferred upon the Industrial Courts Under Section 11A of the I.D.Act, the relief of reinstatement with full back wages should not be granted automatically. Grant of relief would depend on the fact situation of each case. It will depend upon several factors; one of which would be as to whether the recruitment was effected in terms of the statutory provisions operating in the field. It is argued from the management side it is held by the Hon'ble Apex Court "**Union of India Vs. Ilmo Devi**" (Civil Appeal Nos. 5689 – 5690 of 2021) dt- 7th October, 2021 mere continuation of service by a temporary or ad hoc or daily wages employee, under cover of some interim orders of the court, would not confer upon him any right to be absorbed into service. Even temporary, ad hoc or daily wages service for a long number of years, let alone service for one or two years, will not entitle such employee to claim regularization. If he is not working against the sanctioned post sympathy and sentiment cannot be grounds for passing any order of regularization in the absence of a legal right. Thus workman is not entitled for any relief.

11. Considering all the facts and circumstances of the case and the submissions as advanced on behalf of the both the sides and on securitizing the evidence as placed by both the sides in pursuant to respective written statements, this tribunal finds that admittedly there is no dispute on this point whether the Sunil Kumar Sinha comes under the purview of workman as per section-2(S) of the Industrial Dispute Act, moreover, there is no dispute between the parties whether the grievance as raised by Sunil Kumar Sinha as a workman for unjustified retrenchment from of his service is an Industrial Dispute as per provision of 2(K) of the I.D.Act. From perusal of the Statement of claim / written statement as filed by the Sunil Kumar Sinha workman, he has worked from the year 2003 to 2009 in S.B.I Khagaria Branch and he discharged the work of messenger as per instruction of the then Branch Manager and he also claimed he has discharged his job continuously till he was stopped from working in the year-2009. However, on the other hand the management side countered the above claim of the workman by saying the Sunil Kumar Sinha was never appointed as messenger and he never worked continuously for 240 days preceding his alleged termination so his claim for regularization and claim for violation of section-25(B) of the I.D.Act and violation section 25(F) of the I.D.Act is not attracted at all. Considering the rival contention of the two sides this tribunal finds that workman thoroughly corroborated his details of working in his evidence before this tribunal i.e not at all thoroughly controverted 10 by the management side hence his evidence regarding his working of S.B.I Khagaria Branch and he has discharged several assigned work till 2009 can't be disbelieved. As the workman has filed some documentary evidence to this effect as Ext.W/3 indicates the then Branch Manager Mr. M.M.Pd Singh has given a certificate of working of Sunil Kumar Sinha in the S.B.I Khagaria Branch i.e period of as 2003-04 to 2006-07. On perusal of this certificate it appears that workman Sunil Kumar Sinha has discharged of different duties as casual trained casual labour on daily wages in the said branch as per instruction and direction of the then Branch Manager i.e this certificate issued on 15.07.2006 showing his work of 124 days in the year 2003-04, 299 days in the year 2004-05, 297 days in the year 2005-06 and 84 days in the year-2006-07 this details clearly shows the Branch Manager has calculated the working of Sunil Kumar Sinha from April of each year to the till 31st March the concluding date of financial year. Here management side tried to deviate this facts Sunil Kumar Sinha did not discharge his duties continuously for more than 240 days in the calendar year 2006-07 and after words preceding his termination of job but since the certificate is issued on 15.07.2006 so the description of work of Sunil Kumar Sinha of the period 2006-07 (84 days) is the first quarter of 2006-07 i.e April-2006 to 15.07.2006 hence the contention of the management Sunil Kumar Sinha did not discharge the duty of daily wages continuously 240 days preceding the termination year of 2009 can't be accepted because his continuous working from 2003 to 2007 is strong evidence he has discharged his duties more than 240 days in several calendar years. So definitely it attracts the violation of section-25(B) and 25(F) of the I.D.Act because no further notice and compensation is given by the management / bank then when bank stopped the working of Sunil Kumar Sinha. This tribunal further find that taking the service of Sunil Kumar Sinha as a temporary workman continuously 2003 to 2009 is indicative of this facts the management / bank was in need of a worker like messenger to meet out the banking duties. It is also indicative of this period in that tenure there is no permanent staff of doing the job like Sunil Kumar Sinha on the said branch. Ext.-W that shows that Sunil Kumar Sinha has discharged the work of cleaning and the job of postal work and work related government bill for which he has received the payment initially Rs. 25/- per day in the year-2003 i.e commence i.e 01.11.2003 and this payment was continued upto 19.01.2004 and thereafter he received Rs. 30/- per day from 20.01.2004 to 15.07.2006 later on he received payment of Rs.40/- per day from 17.07.2006 to 31.03.2007 and his wages rate was further enhanced to Rs. 50/- per day from 03.04.2007 to 30.11.2007 and Sunil Kumar Sinha further start getting Rs. 60/- per day from 01.12.2007 to 28.02.2009 i.e the clear indication he has worked continuously from 01.11.2003 to 28.02.2009. Ext.-W/1 shows that he has received the payment of the details given in Ext.-W by way of banker cheque on monthly basis and the photo copy of the banker cheque (Ext.-W/6) filed by the workman from month of 01.12.2004 to 05.03.2009. Ext.-W/2 shows workman has filed some conveyance bill for his work went to main branch for the clearing the cheque statement that clearly shows that manager took the service of Sunil Kumar Sinha sending him from S.B.I, Khagaria to the Khagaria main branch for the clearing draft and cheques. This tribunal finds that the management witness was the assistant in the SBI Khagaria branch from 1992 to 2010 also admits Sunil Kumar Sinha was working a casual daily wagger but he failed to gave other details regarding his payment and working hours that clearly shows that management has failed to discard the claim of the workman Sunil Kumar Sinha regarding his working and mode of payment as placed by way of documentary evidence Ext.-W, W/1, W/2 & W/3. This tribunal further finds that workman Sunil Kumar Sinha raised his grievance for his regularization salary payment in the scale

of Rs. 4060 to 7560/- from 01.11.2003 before the Hon'ble Court by way CWJC No.-4009 of 2009. The Hon'ble Court has passed the order dt-28.04.2017 (Ext.-W/4) with direction to the management / bank to securitize his claim about the regularization and other issue as per rules guidelines of the bank. Ext.-W/5 shows that a representation petition in wake of order of the Hon'ble Court before the management / bank that was rejected by the Regional Manager vide order dt-28.08.2017 (Ext.-W/6) showing the workman representation was regarding his absorption as per Bi-partite Settlement of 27.08.1988 i.e (Ext.W/7) (Mistakingly date is mentioned as 27.10.1998 in the evidence of M.W-1) and for the equal pay for equal work but his both points for representation is rejected, disclosing the scheme of Bi-partite Settlement was effective to casual workers of that period and at that time workman was not engaged in the S.B.I Khagaria Branch and also discarded his representation no casual labour / daily wagger can't be claim for his regularization as a matter of right and also assigned for reason for rejection his service were used for cleaning of ATM Chamber, branch premises and other related work for few hours. This tribunal finds that this rejection of the management / bank (Ext.-W/6) does not disclose the actual working taken by the bank as reported and placed by Sunil Kumar Sinha by oral and documentary evidence and further virtually there is no evidence brought by the management bank before this tribunal that could discard the claim of regular continuous working of workman Sunil Kumar Sinha from 2003 to Feb.2009. Further this tribunal finds that Sunil Kumar Sinha never claimed he has received any kind of appointment letter from the bank rather he established this facts he has been engaged by the then Branch Manager of SBI, Khagaria Branch and he started working from 01.11.2003 till Feb. 2009 when he was stopped doing the work of the bank and it also appears from the evidence that before stopping to take the work of Sunil Kuma Sinha no notice was given to him and no compensation as such is given i.e clearly violation of section-25(F) of the I.D.Act because workman has succeeded in proving he has been continuously working for more than 240 days preceding his termination of work i.e attracts section-25(B) regarding continuous working of 240 days this is the pre-condition to follow of section 25(F) of the I.D.Act by any management but here management SBI did not follow the section-25(B). Accordingly this tribunal finds and hold that after taking the service of Sunil Kumar Sinha by management bank SBI Khagaria Branch from 01.11.2003 to 2009 he was stopped for working comes under the purview of unfair labour practice i.e described in section 25(T) of the I.D.Act as Section 25(T) says no employer or workman or a trade union whether registered under the Trade Union Act,1926 or not to commit any unfair labour practice. Here in the instance case the bank has played unfair labour practice by not giving any opportunity Sunil Kumar Sinha to worked as sub-staff in the bank after taking his service continuously from 01.11.2003 to 2009. So rejection order of the management / bank (Ext.-W/6) is also not acceptable at all because the I.D.Act is created by the Govt. of India to protect the rights of workman against the on slaught of management invoking te relevant premises.

12. On securitizing all the facts and materials available on the records as discussed above, this tribunal finds and hold that workman Sunil Kumar Sinha has successfully established his claim of reinstatement and of his regularization by way of oral and documentary evidence, thus this is the considered opinion of this tribunal. The action of the management / bank of SBI to terminate the service of workman Sunil Kumar Sinha is not correct and valid. Accordingly, the management is directed to reinstate the Sunil Kumar Sinha (Workman) and regularize his service as a sub-staff from 01.03.2009 with all consequential benefit within the two months of Gazatte of this award. This award is effected after date of publication in gazette.

This is my award accordingly.

Dictated &Corrected by me.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 20 फरवरी, 2024

का.आ. 380.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (27/2019) प्रकाशित करती है।

[सं. एल-12012/57/2017-आईआर-(बी-II)]

सलोनी, उप निदेशक

New Delhi, the, 20th February, 2024

S.O. 380.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.27/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12012/57/2017-IR(B-II)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW****PRESENT**

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 27/2019

Ref. No. L-12012/57/2017-IR(B-II) dated 25.04.2018

BETWEEN

Ms Poonam Singh, 551/K311K/1, Madhuban Nagar, Alambagh, Lucknow-226005

AND

1. The Chairman-cum-Managing Director, Punjab National Bank, Head Office, 7, Bhikaji Cama Place, New Delhi-110066
2. The Assistant General Manager, Punjab National Bank, HRD Section, Circle Office, BULANDSHAHR(U.P)
3. The Branch Manager, Punjab National Bank, Kasimpur Branch, ALIGARH(U.P.)

AWARD

By order No. L-12012/57/2017-IR(B-II) dated 25.04.2018 the present industrial dispute has been referred for adjudication to CGIT-cum-Labour Court, Kanpur and subsequently, transferred to this CGIT, Lucknow vide order dated 16.07.2019, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the action of the management of Punjab National Bank, Bulandshahr in dismissing the services of workman Ms Poonam Singh w.e.f. 28.06.2013 is just, fair and legal? If not, to what relief the workman concerned is entitled to?”

The claimant filed its statement of claim on 22.05.2018, before CGIT-cum-Labour Court, Kanpur; however, an application has been moved on behalf of applicant on 22.06.2018, before The Secretary, Ministry of Labour, Govt. of India, New Delhi, praying therein as under:

“It is therefore prayed, that the I.D Case No.46 of 2018 in re Poonam Singh vs Chairman cum Managing Director, Punjab National Bank & Others(Ref No. L-12012/57/2017-IR(B-II) dated 25-04-2018) pending before Central Government Industrial Tribunal, Labour Court, Kanpur, be transferred from Central Government Industrial Tribunal cum Labour Court, Kanpur to Central Government Industrial Tribunal cum Labour Court, Lucknow.”

Thereafter, by order dated 16.07.2019 the matter was transferred from CGIT-cum-Labour Court, Kanpur to this CGIT-cum- Labour Court, Lucknow; accordingly, it has been registered as ID case No 27/2019.

From the perusal of the order sheet, the position which emerge out that after the matter was transferred from Kanpur to Lucknow, none appeared on behalf of claimant. On 03.04.2023, an order was passed, which is quoted herein under:

“Matter taken up in revised list.

Parties absent.

List on 28.08.2023 for ex-parte hearing. Notice to parties.”

In pursuance to order dated 03.04.2023, the notices were sent to the parties. In spite of service of the said notice, when the matter was taken up in revised cause list, neither on behalf of workman nor on behalf of respondent anybody was present.

When matter was taken up in revise cause list, on 28.08.2023, neither workman nor its authorized representative has turned up before this Tribunal in spite of repeated notices.

Findings & Conclusion:

Taking into consideration the fact that as till date no documentary or oral evidence has been filed by the claimant in order to establish his claim as per the reference dated 25.04.2018.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194** as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519**; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any documentary/oral evidence in support of his claim, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

Justice ANIL KUMAR Presiding Officer